

ATTACHMENT 1 TO DISPUTES BOARD AGREEMENT

DISPUTES BOARD MEMBER JOINDER AGREEMENT

This DISPUTES BOARD MEMBER JOINDER AGREEMENT is entered into this _____ day of _____, _____ by and between _____ [Specify TxDOT or Developer] (the "Appointing Party"), and _____, an individual (the "Disputes Board Member").

RECITALS

A. TxDOT and Developer are parties to that certain Facility Agreement, North Tarrant Express Segments 3A & 3B Facility, dated as of the Effective Date (the "Agreement").

B. Section 17.8.4 of the Agreement provides for the establishment and operation of a Disputes Board) to resolve Disputes.

C. The Appointing Party desires to appoint the Disputes Board Member to the Disputes Board to resolve such a dispute and the Disputes Board Member desires to accept such appointment, each on the terms and conditions set forth in Section 17.8.4, the Disputes Board Agreement and this Disputes Board Member Joinder Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein and in the Disputes Board Agreement, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

Section 1. Definitions and References.

1.1 Definitions. All capitalized terms used in this Disputes Board Member Joinder Agreement and not defined or modified herein shall have the respective meanings set forth in the Agreement and, if not defined therein, in the Disputes Board Agreement.

1.2 Reference to Disputes Board Agreement and Section 17.8.4 of Agreement. The Disputes Board Agreement and Section 17.8.4 of the Agreement, which, among other things, discusses the Disputes Board's role in resolving Disputes, are incorporated herein by reference.

Section 2. Appointment.

2.1 Appointment. The Appointing Party appoints the Disputes Board Member to the Disputes Board to serve thereupon and resolve the applicable Dispute, and the Disputes Board Member accepts such appointment and agrees to perform such service, in accordance with the terms and conditions of Section 17.8.4 of the



Agreement, the Disputes Board Agreement and this Disputes Board Member Joinder Agreement.

2.2 Term of Service. The Disputes Board Member shall serve on the Disputes Board through issuance of a final, non-appealable order concerning the applicable Dispute, except that (a) unless he or she is the Disputes Board Chair, he or she may be earlier dismissed from service pursuant to Section 5.3.3(b) of the Disputes Board Agreement because the dispute to be resolved is a Small Claim; (b) the Disputes Board Member may resign for health considerations or other reasons of disability; or (c) the Disputes Board Member shall resign if he or she discovers facts or circumstances that would, in such member's good faith judgment, (i) prevent such member from discharging his or her duties in the impartial and objective manner required under the Disputes Board Agreement or (ii) result in a Party terminating such member's appointment For Cause. The Disputes Board Member shall endeavor to give 30 days' notice prior to the effective date of his or her resignation

Section 3. Representations, Warranties and Covenants.

3.1 Representations and Warranties. The Disputes Board Member hereby represents and warrants to TxDOT and Developer that such Disputes Board Member satisfies the Disputes Board Member Qualifications.

3.2 Covenants. The Disputes Board Member covenants to TxDOT and Developer that he or she:

(a) Shall be bound by and perform such member's obligations with respect to the Dispute Resolution Procedures in accordance with Section 17.8.4 of the Agreement;

(b) Shall not engage in any conduct that would be or result in a Disputes Board Member Conflict of Interest or Disputes Board Member Misconduct; and

(c) Shall preserve, maintain and protect the confidentiality of Confidential Materials in accordance with Section 17.8.9 of the Agreement.

Section 4. Compensation.

4.1 Invoicing and Payment. The Disputes Board Member's hourly billing rate and costs and expenses for service on the Disputes Board or means for calculating the same are attached hereto as Annex 1. Invoicing and payment of fees, costs and expenses shall take place in accordance with Sections 9.1, 9.2 and 9.3 of the Disputes Board Agreement.

4.2 No Compensation After Termination. If the Disputes Board Member's appointment to the Disputes Board is terminated, whether For Cause or otherwise, the Disputes Board Member will not be entitled to receive payment for any services rendered or costs and expenses incurred after the date of termination of such appointment.

Section 5. General Provisions.

5.1 Third Party Beneficiary. Whichever of TxDOT or Developer that is not the Appointing Party is an express third party beneficiary of this Disputes Board Member Joinder Agreement entitled to enforce the terms and conditions hereof against the Disputes Board Member.

5.2 Nonassignability. The Disputes Board Member shall not assign or delegate any of the work or services to be rendered in connection with the Dispute Resolution Procedures without the prior written consent of both TxDOT and Developer.

5.3 Disputes Board Member as Independent Contractor. The Disputes Board Member is acting in the capacity of an independent contractor and not as an employee or agent of TxDOT or Developer. The Disputes Board Member is not entitled to any employee benefits from either Party.

5.4 Consequential Damages Waiver. In no event shall TxDOT or Developer have any liability to the Disputes Board Member other than for payment of the Disputes Board Member's fees, costs and expenses hereunder. Neither TxDOT nor Developer shall be liable to the Disputes Board Member for any special, consequential, indirect, enhanced, punitive, or similar damages (including lost profits that are not direct damages), including but not limited to attorneys' fees and expenses, arising under or in connection with this Disputes Board Member Joinder Agreement, and the Disputes Board Member expressly waives any right to the foregoing.

5.5 Governing Law. This Disputes Board Member Joinder Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to conflicts of law principles that would refer one to the Laws of another State.

5.6 Entire Agreement. This Disputes Board Member Joinder Agreement, and the documents referenced herein, contain the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties hereto with respect to its subject matter.

5.7 Amendment in Writing. This Disputes Board Member Joinder Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

5.8 Survival. This Disputes Board Member Joinder Agreement shall automatically terminate upon expiration or termination of the Disputes Board Member's service hereunder, except that the provisions of Section 4.2 and this Section 5 shall survive termination of this Disputes Board Member Joinder Agreement.

5.9 Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Immediately Follows]

IN WITNESS WHERE, the parties hereto, intending to be legally bound, have executed this Disputes Board Member Joinder Agreement as of the day and year first set forth above.

Appointing Party:

[TxDOT or Developer]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Disputes Board Member:

By: _____

Name: _____

Address: _____

Annex 1
to
Disputes Board Member Joinder Agreement

Fees, Costs and Expenses

[to be attached]

ATTACHMENT 2 TO DISPUTES BOARD AGREEMENT COMMERCIAL RULES

R-1. Agreement of The Parties

(a) The "Expedited Procedures" means the rules set forth in Sections E-1 through E-6 below. Unless the Parties determine otherwise, the Expedited Procedures shall apply to Fast-Track Disputes in addition to any other portion of these rules that is not in conflict with the Expedited Procedures.

(b) The "Procedures for Large, Complex Commercial Disputes" means the rules set forth in Sections L-1 through L-3 below. Unless the Parties agree otherwise, such Procedures shall apply to all cases in which the Dispute is valued at \$500,000 or more, exclusive of claimed interest, fees and costs provided, however, that the amount of \$500,000 shall be adjusted on every fifth anniversary of the Effective Date by the percentage increase (if any) in the CPI between the date the CPI was most recently published before the Effective Date and the date most recently published before the date of adjustment. The Parties may also agree to use such Procedures in cases involving non-monetary Disputes. Such Procedures shall be applied in addition to any other portion of these rules that is not in conflict with the Procedures for Large, Complex Commercial Disputes.

(c) All other cases shall be administered in accordance with Sections R-2 through R-42 of these rules.

(d) If there is any inconsistency between these Commercial Rules and Section 17.8.4 of the Agreement or the Disputes Board Agreement, Section 17.8.4 of the Agreement and the Disputes Board Agreement shall control.

R-2. Disputes Board

The term "Disputes Board" in these Commercial Rules refers to the three member Disputes Board, constituted for a particular case, or to the Disputes Board Chair, as the context requires.

R-3. Assumed Objection

Unless the responding Party states otherwise in its response to the claiming Party's notice of referral of a Dispute to the Disputes Board, all aspects of the Dispute will be deemed denied by the other Party (other than any objection to the Disputes Board's authority to resolve the Dispute, which must be affirmatively asserted).

R-4. Changes of Claim

After notice of referral of a Dispute to the Disputes Board is given or received, if either Party desires to make any amended, new or different claim or counterclaim, it shall be made in

writing and filed with the Disputes Board. The Party asserting such an amended, new or different claim or counterclaim shall provide a copy to the other Party, who shall have 15 days from the date of such transmission within which to file an answering statement with the Disputes Board.

R-5. Jurisdiction

(a) The Disputes Board shall have the power to rule on its own jurisdiction, i.e., to determine if the Disputes Board is barred from considering and resolving an alleged Dispute pursuant to Section 17.8.1.5 of the Agreement.

(b) The Disputes Board shall rule on jurisdictional objections as a preliminary matter prior to proceeding with proceedings to resolve the underlying Dispute.

R-6. Administrative Conference

At the request of either Party or upon the Disputes Board's own initiative, the Disputes Board may conduct an administrative conference, in person or by telephone, with the Parties and/or their representatives. The conference may address such issues as the replacement of one or more Disputes Board members, potential mediation of the Dispute, potential exchange of information, a timetable for hearings and any other administrative matters.

R-7. Appointment

Because the Disputes Board Agreement between the Parties specifies a method of appointing a Disputes Board, that designation or method shall be followed.

R-8. Disclosure

(a) Any person appointed or to be appointed as a Disputes Board member shall disclose to the Parties any circumstance likely to give rise to justifiable doubt as to such Disputes Board member's impartiality or independence, including any bias or any financial or personal interest in the resolution of the Dispute or any past or present relationship with the Parties or their representatives. Such obligation shall remain in effect throughout the period of such member's service on the Disputes Board.

(b) In order to encourage disclosure by Disputes Board Members and candidates, disclosure of information pursuant to this R-8 is not to be construed as an indication that the disclosing individual considers that the disclosed circumstance is likely to affect impartiality or independence.

R-9. Disqualification of Disputes Board Member

Each Disputes Board member shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:

(a) inability or refusal to perform his or her duties with diligence and in good faith, and

(b) any grounds for disqualification provided by applicable law, the Disputes Board Agreement or the Agreement.

R-10. No *Ex Parte* Communication with Disputes Board Members

(a) During the period that any Disputes Board member is then serving on a Disputes Board, (i) neither Party, including the members of its Conflicts Group and its counsel or designated representatives, shall communicate *ex parte* with such Disputes Board member and (ii) no Disputes Board member shall communicate *ex parte* with any Person (other than other Disputes Board members), including but not limited to, either Party, its counsel or designated representatives, regarding any aspect of the applicable Dispute.

(b) Each Party may communicate in writing or by e-mail with individuals listed on its respective Disputes Board Member Candidates' List for the purposes of (i) ascertaining their availability to serve on a particular Disputes Board and/or (ii) reconfirming such individuals' qualifications under the Disputes Board Member Qualifications and the absence of Conflicts of Interest and Misconduct, provided that the communicating Party simultaneously furnishes copies of all such written correspondence with such individuals to the other Party. *Ex parte* communication regarding the substance of any Dispute between a Party and individuals listed on its respective Disputes Board Member Candidates' List is prohibited.

R-11. Hearings After Filling of Vacancies

In the event of the appointment of a substitute Disputes Board member, the panel of Disputes Board members shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-12. Preliminary Hearing

(a) At the request of either Party or at the discretion of the Disputes Board, the Disputes Board may schedule as soon as practicable a preliminary hearing with the Parties and/or their representatives. The preliminary hearing may be conducted by telephone at the Disputes Board's discretion.

(b) During the preliminary hearing, the Parties and the Disputes Board should discuss the future conduct of the case, including clarification of the nature of the Dispute, a schedule for the hearings and any other preliminary matters.

R-13. Exchange of Information; Discovery

(a) At least five Business Days prior to the hearing, the Parties shall exchange (i) copies of all exhibits they intend to submit at the hearing and (ii) lists of witnesses anticipated to be called at the hearing, in each case except for witnesses or exhibits to be offered for the purpose of impeachment or rebuttal.

(b) The Disputes Board Chair is authorized to resolve any disputes concerning the exchange of information or the Parties' discovery.

R-14. Date, Time, and Place of Hearing

The Disputes Board Chair shall set the date, time, and place for each hearing at a neutral and reasonably cost-efficient location in Travis County, Texas that is reasonably convenient for the Parties. The Parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. The Disputes Board shall send a notice of hearing to the Parties at least five Business Days in advance of the hearing date, unless otherwise agreed by the Parties.

R-15. Attendance of Witnesses

Except for each Party's counsel and other authorized representative, upon the request of either Party or its own initiative, the Disputes Board shall have the power to require the exclusion of any witness or potential witness during the testimony of any other witness.

R-16. Representation

Counsel or other authorized representative may represent each Party. A Party intending to be so represented shall notify the other Party and the Disputes Board of the name and address of the representative at least three days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates or responds for a Party in the course of the Dispute Resolution Procedures, notice is deemed to have been given by the Party represented by such representative.

R-17. Dispute Board Members' Certifications; Witness Oaths

Before proceeding with the first hearing, each Disputes Board member shall have entered into a Disputes Member Joinder Agreement with a Party in which he or she certifies as to his or her meeting the Disputes Board Member Qualifications and the absence of Disputes Board Member Conflicts of Interest and Disputes Board Member Misconduct (and a covenant to not engage in Disputes Board Member Misconduct). The Disputes Board shall require witnesses to testify under oath.

R-18. Stenographic Record

Any Party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other Party of these arrangements at least three days in advance of the hearing. The requesting Party shall pay the cost of the record. If the transcript is agreed by the Parties, or determined by the Disputes Board to be the official record of the proceeding, it must be provided to the Disputes Board and made available to the other Party for inspection, at a date, time, and place determined by the Disputes Board.

R-19. Interpreters

Any Party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-20. Postponements

The Disputes Board may postpone any hearing upon agreement of the Parties, upon request of a Party for good cause shown, or upon the Disputes Board's own initiative for good cause shown.

R-21. Proceedings in the Absence of a Party or Representative

The Dispute Board's proceedings may proceed in the absence of either Party or representative who, after due notice, fails to be present or fails to obtain a postponement. A Disputes Board Decision shall not be made solely on the default of a Party. The Disputes Board shall require the Party who is present to submit such evidence as the Disputes Board may require for the making of a Disputes Board Decision.

R-22. Conduct of Proceedings

(a) The claiming Party shall present evidence to support its claim. The responding Party shall then present evidence to support its defense. Witnesses for each Party shall also submit to questions from the Disputes Board and the adverse Party. The Disputes Board has the discretion to vary this procedure, provided that the Parties are treated with equality and that each Party has the right to be heard and is given a fair opportunity to present its case.

(b) The Disputes Board, exercising its discretion, shall conduct the proceedings with a view to expediting the resolution of the Dispute and may direct the order of proof, bifurcate proceedings and direct the Parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

(c) The Parties may agree to waive oral hearings in any case.

R-23. Evidence

(a) The Parties may offer such evidence as is relevant and material to the Dispute and shall produce such evidence as they or the Disputes Board deems relevant and necessary to an understanding and determination of the Dispute. Conformity to the Texas Rules of Evidence shall be required, except where these Commercial Rules contain a contrary rule. All evidence shall be taken in the presence of all of the Disputes Board members and both of the Parties, except where a Party fails to attend the hearing or has waived the right to be present.

(b) Subject to the Texas Rules of Evidence, the Disputes Board shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the Disputes Board to be cumulative or irrelevant.

(c) The Disputes Board shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(d) Special discovery and evidentiary rules:

(i) The Disputes Board Chair shall, at the request of either Party, issue subpoenas for the attendance of witnesses or the production of books, records, documents or other evidence, whether for deposition or for hearing, in the manner provided by Law for issuance of a subpoena in a civil action pending in a State district court. All provisions of the Texas Rules of Civil Procedure for service and response to subpoenas in a civil action pending in State district court shall apply to subpoenas issued pursuant hereto.

(ii) Each Party shall be entitled to take depositions of witnesses and to propound written discovery in the manner, and to the extent, provided by Law for discovery in a civil action pending in a State district court, consistent with Rule 190.3 of the Texas Rules of Civil Procedure. The Disputes Board Chair shall, at the request of either Party, or may, on his or her own initiative, adopt a discovery control plan as contemplated by Rule 190.4 of the Texas Rules of Civil Procedure.

(iii) The disclosure of expert witness information and the depositions of designated expert witnesses shall be conducted as provided by the Texas Rules of Civil Procedure for cases in state district court.

(iv) At the hearing, each Party shall have the right to be heard, to present evidence, including expert witness testimony, and to cross-examine witnesses, including the Independent Engineer.

R-24. No Evidence by Affidavit; Post-hearing Filing of Documents or Other Evidence

(a) The Disputes Board may not receive and consider the evidence of witnesses by declaration or affidavit.

(b) If the Parties agree or the Disputes Board directs that documents or other evidence be submitted to the Disputes Board after the hearing, the documents or other evidence shall be transmitted to each Disputes Board member. Both Parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-25. Inspection or Investigation

The Disputes Board may find it necessary to make an inspection or investigation in connection with its proceedings and, if so, shall so advise the Parties. The Disputes Board shall set the date and time of such inspection or investigation and notify the

Parties thereof. Any Party who so desires may be present at such an inspection or investigation. In the event that one or both of the Parties are not present at the inspection or investigation, the Disputes Board shall make an oral or written report to the Parties on the result or findings from such inspection or investigation and afford them an opportunity to comment.

R-26. Interim Measures

(a) The Disputes Board may take whatever interim measures it deems necessary, including measures for the protection or conservation of property and disposition of perishable goods.

(b) Such interim measures may take the form of an interim Disputes Board Decision.

R-27. Closing of Hearing

The Disputes Board shall specifically inquire of both Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the Disputes Board shall declare the hearing closed. If posthearing briefs are to be filed, the hearing shall be declared closed as of the final date set by the Disputes Board for the receipt of such briefs. If documents are to be filed as provided in R-24 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the closing date of the hearing. The time limit within which the Disputes Board is required to make the Disputes Board Decision shall commence, in the absence of other agreements by the Parties, upon the closing of the hearing.

R-28. Reopening of Hearing

The hearing may be reopened only upon application of a Party for good cause shown, as determined in the discretion of the Disputes Board, at any time before the Disputes Board Decision is issued. The Disputes Board may reopen the hearing and shall have 30 days from the closing of the reopened hearing within which to issue its decision.

R-29. Waiver of Rules

Any Party who proceeds with the Disputes Board proceedings after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing to the other Party and the Disputes Board shall be deemed to have waived the right to object.

R-30. Extensions of Time

The Parties may modify any period of time in these rules by mutual agreement. The Disputes Board may for good cause extend any period of time established by these

rules, except the time for issuance of the Disputes Board Decision. The Disputes Board shall notify the Parties of any extension.

R-31. Serving of Notice

(a) Any papers, notices, or process necessary or proper for the initiation or continuation of Disputes Board proceedings under these rules, for any court action in connection therewith, or for the entry of Disputes Board Decision made under these rules shall be given in accordance with Section 24.12 of the Agreement.

(b) Unless otherwise instructed by the Disputes Board, any documents submitted by either Party to the Disputes Board shall simultaneously be provided to the other Party.

R-32. Majority Decision

When the panel consists of more than one Disputes Board, a majority of the Disputes Board members must make all decisions.

R-33. Time of Issuance of the Disputes Board Decision

The Disputes Board Decision shall be issued promptly by the Disputes Board and no later than 30 days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the Parties' transmittal of the final statements and proofs to the Disputes Board.

R-34. Form of Disputes Board Decision

(a) Any Disputes Board Decision shall be in writing and signed by a majority of the Disputes Board members.

(b) The Disputes Board shall also issue written findings of fact and conclusions of Law as part of the Disputes Board Decision.

R-35. Scope of Disputes Board Decision

(a) The Disputes Board may determine the occurrence of any event that is a prerequisite to a Party's claim for any remedy or relief in the Dispute, and grant any remedy or relief to resolve the Dispute that the Disputes Board determines is available under the Agreement and applicable Law and within the scope of the agreement of the Parties under Section 17.8 of the Agreement.

(b) In the final Disputes Board Decision, the Disputes Board shall assess compensation and damage amounts, where applicable.

R-36. Disputes Board Decision upon Settlement

If the Parties settle the Dispute during the course of the Disputes Board proceedings and if the Parties so request, the Disputes Board may set forth the terms of the settlement in a consent Disputes Board Decision.

R-37. Acceptance of Delivery of Disputes Board Decision

The Disputes Board Chair shall give, and the Parties shall accept, notice of the written Disputes Board Decision, including the written findings of fact and conclusions of law, addressed and delivered to the Parties as provided in R-31.

R-38. Correction of Errors in Disputes Board Decision

Within five Business Days after the transmittal of a Disputes Board Decision, either Party, upon notice to the other Party, may request the Disputes Board, through the Disputes Board Chair, to correct any clerical, typographical, or computational errors in the Disputes Board Decision. The Disputes Board is not empowered under this R-38 to re-determine the merits of any Dispute already decided. The other Party shall be given five Business Days to object to the request on the ground that there is no clerical, typographical, or computational error in the Disputes Board Decision. The Disputes Board shall perform the requested correction of errors within ten Business Days after transmittal by the Disputes Board Chair of the request for correction of errors unless the other Party objects. Any unresolved disagreement between the Parties as to the existence of a clerical, typographical, or computational error in the Disputes Board Decision can be subsequently pursued, under R-28.

R-39. Release of Documents for Subsequent Proceedings

The Disputes Board shall, upon the written request of a Party, furnish to the Party, at the Party's expense, certified copies of any papers in the Disputes Board's possession that may be required in further administrative or judicial proceedings relating to resolution of the Dispute.

R-40. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a Party relating to a Dispute shall be deemed a waiver of the Party's right to have the Dispute resolved by Dispute Board proceedings.

(b) Neither any Disputes Board member nor the Disputes Board in a proceeding under these rules is a necessary or proper Party in judicial proceedings relating to a Dispute.

R-41. Interpretation and Application of Rules

The Disputes Board shall interpret and apply these rules insofar as they relate to the Disputes Board's powers and duties to resolve the particular Dispute for which such Disputes Board was empanelled.

R-42. No Suspension for Nonpayment

If a Disputes Board member's compensation or administrative charges have not been paid in full, such Disputes Board member may so inform the Parties in order that one of them may advance the required payment. If such payments are not made, and the non-paying Party does not within 30 days after its receipt of the unpaid Disputes Board member's invoice provide notice to such member and the other Party as to such Party's dispute of such member's invoice, the Disputes Board may order the suspension or termination of the proceedings. If a Party disputes a Disputes Board member's invoice and provides such notice, no suspension or termination of the proceedings shall occur. *Ex parte* conversations to resolve a fee dispute between the Dispute Board member whose invoice is disputed and the disputed Party are prohibited during the Dispute Board's resolution of the Dispute, and any such conversations shall be deferred until the Disputes Board Decision is final.

EXPEDITED PROCEDURES FOR FAST-TRACK DISPUTES

E-1. Serving of Notices

In addition to notice provided pursuant to Section 24.12 of the Agreement, the Parties can agree in writing to also accept notice by telephone. If the Parties so agree and thereafter a Party fails to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

E-2. Exchange of Exhibits

At least two Business Days prior to the hearing, the Parties shall exchange copies of all exhibits they intend to submit at the hearing. The Disputes Board shall resolve disputes concerning the exchange of exhibits.

E-3. Proceedings on Documents

Where no Party's claim exceeds \$10,000, exclusive of interest and dispute resolution costs, and other cases in which the Parties agree, the Dispute shall be resolved by submission of documents, unless either Party requests an oral hearing, or the Disputes Board determines that an oral hearing is necessary. The Disputes Board shall establish a fair and equitable procedure for the submission of documents.

E-4. Date, Time, and Place of Hearing

In cases in which a hearing is to be held, the Disputes Board shall set the date, time, and place of the hearing, to be scheduled to take place within ten days after appointment of the Disputes Board Chair. The Disputes Board will notify the Parties in advance of the hearing date.

E-5. The Hearing

(a) Each Party shall have equal opportunity to submit its proofs and complete its case.

(b) The Disputes Board shall determine the order of the hearing and schedule and control its duration consistent with the objective of expedited resolution of the Fast-Track Dispute, and may require further submission of documents within two days after the hearing. For good cause shown, the Disputes Board may schedule additional hearings within seven Business Days after the initial hearing.

(c) Any Party desiring a stenographic record may arrange for one pursuant to the provisions of R-18.

E-6. Time of Award

Unless otherwise agreed by the Parties, the Disputes Board Decision shall be rendered not later than 14 days from the date of the closing of the hearing or, if oral hearings have been waived, from the date of the Parties' transmittal of the final statements and proofs to the Disputes Board.

PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES

L-1. Administrative Conference

Prior to commencing proceedings to resolve a Dispute, the Disputes Board shall, unless the Parties agree otherwise, conduct an administrative conference with the Parties and/or their attorneys or other representatives by conference call within seven days after the Disputes Board Chair is appointed. In the event the Parties are unable to agree on a mutually acceptable time for the administrative conference, the Dispute Board shall, upon three Business Days' advance notice, schedule the administrative conference for 9 a.m. (CST) on the fourth Business Day after the date of such notice and such administrative conference shall take place at such date and time. Such administrative conference shall be conducted for the purpose of obtaining additional information about the nature and magnitude of the Dispute, the anticipated length of hearing, and scheduling, and for such additional purposes as the Parties or the Disputes Board may deem appropriate.

L-2. Preliminary Hearing

As promptly as practicable after the appointment of the Disputes Board, a preliminary hearing shall be held among the Parties and/or their attorneys or other representatives and the Disputes Board. If the Parties agree, the preliminary hearing will be conducted by telephone conference call rather than in person. At the preliminary hearing the matters to be considered shall include, without limitation:

(a) Service of a detailed statement of the Dispute, including damages and defenses, a statement of the issues asserted by each Party and positions with respect thereto, and any legal authorities the Parties may wish to bring to the attention of the Disputes Board;

- (b) Stipulations to uncontested facts;
- (c) The extent to which discovery shall be conducted, in light of the special discovery and evidentiary rules set forth above in R-23(d);
- (d) Exchange and pre-marking of those documents which each Party believes may be offered at the hearing;
- (e) The identification and availability of witnesses, including experts, and such matters with respect to witnesses including their biographies and expected testimony as may be appropriate;
- (f) Whether, and the extent to which, any sworn statements and/or depositions may be introduced;
- (g) The extent to which hearings will proceed on consecutive days;
- (h) Whether a stenographic or other official record of the proceedings shall be maintained;
- (i) The possibility of utilizing mediation or other non-adjudicative methods of dispute resolution; and
- (j) The procedure for the issuance of subpoenas.

By agreement of the Parties and/or order of the Disputes Board Chair, the pre-hearing activities and the hearing procedures that will govern the Disputes Board's proceedings will be memorialized in a scheduling and procedure order. Nothing in any scheduling and procedure order shall conflict with the procedures established under Section 17.8.4 of the Agreement or Section 5 of the Disputes Board Agreement.

L-3. Management of Proceedings

- (a) The Disputes Board shall take such steps as they may deem necessary or desirable to avoid delay and to achieve a just, speedy and cost-effective resolution of Large, Complex Commercial Cases, provided, however, that no action by the Disputes Board under this L-3 shall conflict with the procedures established under Section 17.8.4 of the Agreement or Section 5 of the Disputes Board Agreement.
- (b) The Parties shall cooperate in the exchange of documents, exhibits and information within such Party's control.
- (c) The Parties may conduct discovery, subject to any limitations deemed appropriate and set forth in the discovery control plan and/or the scheduling and procedure order. If the Parties cannot agree on production of documents and other information, the Disputes Board, consistent with the Parties' intent to resolve Disputes expeditiously, may establish the extent of the discovery.

(d) The Parties shall exchange copies of all exhibits they intend to submit at the hearing ten Business Days prior to the hearing unless the Disputes Board Chair determines otherwise.

(e) The exchange of information pursuant to this rule, as agreed by the Parties and/or directed by the Disputes Board Chair, shall be included within the scheduling and procedure order.

(f) The Disputes Board is authorized to resolve any disputes concerning the exchange of information.

(g) Generally hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.

①

②

③

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") in connection with the Facility Agreement (the "FA") that will be entered into by and between NTE Mobility Partners Segments 3 and the Texas Department of Transportation ("TxDOT") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

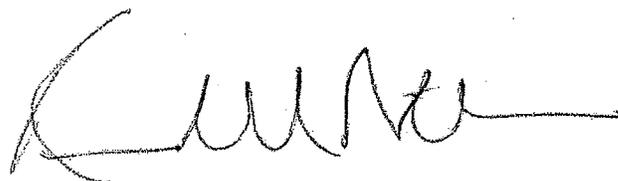
1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.
3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.
4. By signature below, Randall Butler has agreed to be included on the Disputes Board Member Candidates List prepared by NTE Mobility Partners Segments 3 and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Randall Butler makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.
3. My resume is attached to this Disclosure Statement as Attachment A.
4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovia Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.

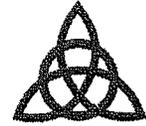


Randall Butler

Date: February 7, 2013

ATTACHMENT A

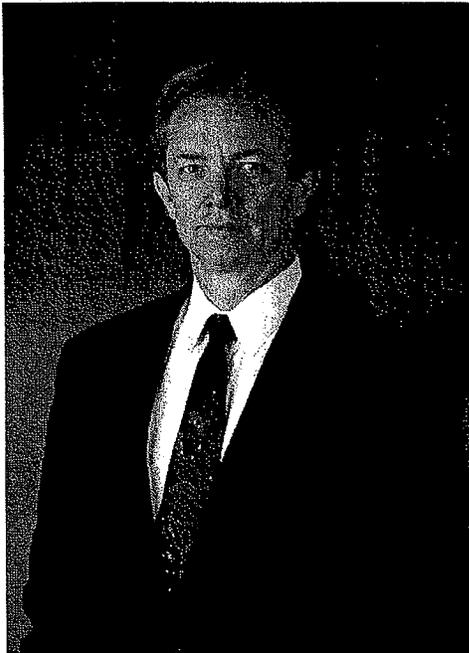
Dispute Board Candidate Resume



Butler
MEDIATION

RANDALL E. BUTLER

Randall E. Butler, president of Butler Mediation Services, has facilitated the resolution of hundreds of lawsuits and other disputes since September of 1995. Formerly a partner in the law firms of Fulbright & Jaworski, L.L.P., and Cook, Butler & Doyle, L.L.P., Mr. Butler practiced for eighteen years as a trial lawyer - ten representing defendants and eight representing plaintiffs in complex personal injury cases. On January 1, 1999, Mr. Butler left his litigation practice to focus full time on mediation and conflict transformation.



Mr. Butler has extensive experience mediating complex personal injury, product liability, employment, business, and construction disputes. In addition, Mr. Butler has developed special skills and tools to facilitate resolution of complex multi-party disputes. In the past several years Butler has mediated disputes that involved thousands of claimants and dozens of companies varying in size from the Fortune 50 to local private concerns.

Mr. Butler has received over two hundred hours of training in mediation, negotiation and conflict resolution, including completion of the Harvard Negotiation Workshop of the Harvard Negotiation Project at Harvard Law School, the basic and advanced mediator training courses of the Attorney Mediator Institute, and the basic and advanced coursework and practicum of the Institute for Christian Conciliation.

Mr. Butler has served as an instructor with the Attorney Mediator Institute and the Institute for Christian Conciliation and has taught a graduate level course in International Conflict Resolution. Mr. Butler's passion for resolving conflict has taken him to Croatia in each summer since 2002 where, at the ROM Leadership Development & Peace Gathering, he has taught conflict resolution skills to large groups of young leaders from Serbia, Croatia, Bosnia-Herzegovina, Kosovo, Albania, Macedonia and other neighboring countries. In 2007, he founded The Institute for Sustainable Peace. Projects of the Institute include a transformational leadership project with leaders from all regions of Sudan, including Darfur. Mr. Butler also facilitates a Jewish/Muslim Dialogue Project in Houston.

Mailing Address: 6535 Vanderbilt, Houston, Texas 77005
Tel: 713.572.2600 Fax: 713-247-9605 Randall@ButlerMediation.com

Randall E. Butler
Attorney - Mediator
909 Texas, Ste. 1712
Houston, Texas 77002

O: 713-572-2600 M: 713-614-9878 F: 713-247-9605

Professional Experience:

- 10/95 – Current Butler Mediation Services: Mediation of Complex Disputes and Conflict Management
- 1/07-Current Founding CEO, The Institute for Sustainable Peace
- 3/10 – Current Director, Outreach Strategists, LLC
- 10/92-12/98 Cook, Butler, Doyle & Bradshaw, LLP (formerly Cook & Butler LLP); Complex Personal Injury Litigation
- 10/91-10/92 Cook & Wallace, P.C., of Counsel: 1991-92; Plaintiff's Personal Injury Litigation
- 09/81-10/91 Fulbright & Jaworski, LLP, Partner: 1988-91; Associate 1981-88; Medical Malpractice Defense and Health Law
- 09/80-08/81 Briefing Attorney, Fourteenth Court of Civil Appeals

Other Experience

- 2012-Current Consultant – Facilitator, American Leadership Forum, Core Class
- 2007-Current Sudanese Leadership Development & Conflict Transformation Workshop – Director, Lecturer
- 2007-Current Muslim Jewish Dialogue Project - Facilitator
- 2002-Current ROM Leadership Development & Peace Gathering, Fuzine, Croatia; Co-Leader, Lecturer and Mentor
- 2000 Creator – Online Claims Resolution System
- 01/03-05/03 Adjunct Professor, *International Conflict Resolution*, International Studies – University of St. Thomas, Houston, Texas
- 2000 Speaker, *Principles of Conflict Resolution*, Peacemaking Mission Trip – Northern Ireland and Rep. Of Ireland
- 2000 Adjunct Instructor, Conciliation Training Practicum; Institute for Christian Conciliation
- 1993 & 1996 Adjunct Professor, University of Houston Law Center, Medical Malpractice Course
- 1980-81 Adjunct Instructor, Houston Baptist University, Business Law

Education & Training

- Certification – Myers Briggs personality assessment tool – administration and interpretation, 2007
- Conciliation Training & Advanced Practicum; Institute for Christian Conciliation, 1999
- Harvard Negotiation Project: Negotiation Workshop, Harvard Law School, 1997
- Advanced and Basic Mediator Training: Attorney-Mediator Institute, 1995
- Licensed Attorney – State of Texas, 1980 to present
- Bates College of Law, University of Houston: JD with Honors, 1980
- Southwestern Baptist Theological Seminary: Dean's List, 1976-77
- Houston Baptist University: BA with High Honors, 1976

Prof. Memberships & Recognitions

- Professionalism Award 2011 – Garland R. Walker Inns of Court, Houston, Texas
- Ben & Julie Rogers Ecuminism Award, Anti-Defamation League Houston, 2010
- Best Lawyers in Texas - ADR

Bar Register of Preeminent Attorneys - "AV"-rated: Martindale-Hubbell – since 1985
Association of Attorney Mediators
Advisory Board – The Frank Evans Center for Conflict Resolution
President (2010) – Association for Conflict Resolution- Houston Chapter
State Bar of Texas
Houston Bar Association
Houston Bar Foundation
Texas Bar Foundation

Publications and Lectures

Published articles include *South Texas Law Review*; *Specialty Law Digest: Health Care*; *Texas Lawyer*; and *Legal Times*.

Lectures for numerous organizations including Center for Houston's Future – Scenario Planning Group, Institute for Spirituality & Health – Annual Fellers Symposium, Life Center International – ROM Leadership Development & Peace Gathering in Fuzine, Croatia, Justice Africa – Khartoum, Sudan, Khatim Adlan Center for Enlightenment and Human Development – Khartoum, Sudan, Memorial Hermann Health Care System Management Group; Baylor College of Medicine; Texas Hospital Association; Litigation Section of the State Bar of Texas; Texas Medical Association; University of Houston Health Law Institute; University of Houston Law Center; South Texas College of Law; Methodist Hospital; Texas Society of Medical Staff Coordinators; Association for Conflict Resolution-Houston; Texas Mediators Association; Attorney Mediator Institute; Institute for Christian Conciliation

Other Community Involvement

Center for Houston's Future – Leadership Forum Graduate – Graduate, Fall 2008
Steering Committee, Amazing Faiths Dinner Dialogues, 2007-present
Elder & Teacher, First Presbyterian Church, Houston, 1997-present
Mentor – High School Accountability Group, FPC Youth Ministry, 1997-2006
Board of Directors, BEAR- BE A Resource for CPS Kids, Harris County Children's Protective Services, 1998-2000
Board of Directors, River Oaks Baptist School Endowment, 1991-1997
Board of Trustees, Houston Baptist University, 1990-1992

ATTACHMENT B

Explanation of Possible Conflicts

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") in connection with the Facility Agreement (the "FA") that will be entered into by and between NTE Mobility Partners Segments 3 and the Texas Department of Transportation ("TxDOT") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, THOMAS R. MCDADE has agreed to be included on the Disputes Board Member Candidates List prepared by NTE Mobility Partners Segments 3 and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, THOMAS R. MCDADE makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC,

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.



Thomas R. McRade

Date: 02-07-13

ATTACHMENT A

Dispute Board Candidate Resume

Beck | Redden

1221 McKinney Street, Suite 4500 | Houston, Texas 77010
Phone 713.951.3700 | Fax 713.951.3720
www.beckredden.com

Thomas R. McDade
Phone 713.951.6229
tmcdade@beckredden.com

Thomas Rambaut McDade, born Shreveport, Louisiana, January 15, 1933; admitted to bar, 1962, Texas. *Elementary and High School Education:* attended public schools and C.E. Byrd High School in Shreveport LA, graduated, Neville High School, Monroe LA. *Preparatory Education:* Texas A&M University (Distinguished Student); University of Texas at Austin (B.B.A. 1956). *Legal Education:* University of Texas at Austin (LL.B. 1962; Honor Roll; top 5% academically 1962 graduating class). *Fraternalities:* Kappa Sigma; Phi Alpha Delta. *Military Service:* Commissioned Officer, United States Air Force, January 1956, active duty April 1956 - April 1959, Primary AF Service Code (AFSC): 1115Q, fully instrument rated, tactical day fighter pilot; Honorable Discharge, USAF Res., March 1968; discharge rank: Captain.

Overview: Tom McDade is a trial lawyer and he joined Beck, Redden & Secrest on March 15, 2007 as Of Counsel. He has tried virtually every kind of commercial case – antitrust, securities, contract, business torts, and others. He has tried cases all over the country, as well as in Canada where he was admitted *pro hac vice*. Tom has also tried or disposed of numerous criminal white-collar cases (forgery, antitrust, tax evasion, fraud, oil import licensing) in federal courts across the country (with not one of his clients serving any period of incarceration).

Formerly: senior partner, Fulbright & Jaworski; member of the Senior Advisory Committee, Fulbright & Jaworski; On January 1, 1992, Tom left Fulbright & Jaworski to help form McDade Fogler, LLP, where he practiced for over 15 years. *Member:* Antitrust Section of American Bar Association and active on several committees within that section; Board of Visitors of Thurgood Marshall School of Law, Texas Southern University, Houston, Texas; Boards of Directors: (*Public Corporations*): The Coastal Corporation (a Fortune 49 energy conglomerate, listed on New York Stock Exchange (CGP), employing more than 15,000 people worldwide with resources in coal, cogeneration, natural gas pipelines, gas exploration, oil exploration, oil refineries, trading and all other aspects of the energy industry), in 2001 merged into El Paso Corporation (NYSE: EP), a then \$50 billion company and North America's largest pipeline company, and the nation's fourth largest energy company, with in excess of 14,000 full-time employees; Equity Corporation International, Lufkin, Texas (listed on NY Stock Exchange (EQU), owned and operated in excess of 335 properties in 33 states and one Canadian province); (*Closely-held corporations*): Smith Industries, Inc. (Houston TX), CBD, Inc. (Houston TX), Nielsen, Inc. (Houston TX); Boards of Directors: (*State Banks*):

Johnson City Bank (Johnson City TX); (*National Banks*): San Felipe Bank (Houston TX), InterFirst Bank - San Felipe (Houston TX); Appointed by Governor Mark White to the Board of Directors of Texas Department of Corrections for the State of Texas (1983); Program Faculty (several years), Columbia Law School, New York City, Continuing Legal Education -- "The Trial of an Antitrust Case;" *Listed: Best Lawyers in America*, 1983, two of three litigation categories (corporate litigation and criminal defense - one of only two Texas attorneys to be listed in both categories); Vice Chairman - Member of Executive Committee: Texas Aviation Hall of Fame (Galveston TX).

Currently: Resident of Houston, Harris County, Texas and Eagle Ridge Ranch, Kerrville, Kerr County, Texas; *Member:* State Bar of Texas, Houston Bar Association, American Bar Association; *Fellow:* American College of Trial Lawyers, Texas Bar Foundation, Houston Bar Foundation and American Bar Foundation; *Listed:* *International Who's Who*; *Who's Who in America*; *Who's Who in the World*; *Who's Who in American Law*; *National Registry of Who's Who*; "Leaders in Their Field," Chambers USA 2005 (3d Ed.); Texas Super Lawyers 2002, 2003, 2004, 2005, and 2006; *Texas Lawyer's Go-To Guide* listing the top 135 of attorneys in the state and the top 5 in the discipline of Energy Law; *Licensed:* all state courts in State of Texas, many federal district courts, federal courts of appeal and the Supreme Court of the United States; *Speaker:* Numerous Continuing Legal Education seminars and business seminars; *Expert Witness:* Numerous appearances as expert witness on attorneys fees and in legal malpractice cases; *Special Master in Chancery:* Court appointed in several high profile multi-party cases including distribution of in excess of \$200 million in one case; *Arbitrator/Mediator:* Numerous court appointments and party agreements as arbitrator (both neutral and party appointed) and as mediator; *Unique Clubs:* The Caterpillar Club (date of ejection, March 4, 1957); *Associations:* Pathfinder, Lone Star Flight Museum (Galveston TX), *Trustee:* Naval Aviation Museum Foundation (Pensacola FL), Grand National Quail Club (Shooters Council, Enid OK); Licensed pilot, single and multi-engine, land, commercial and full instrument ratings; *Sponsor:* Bandera Bulldog Award (Bandera County Senior High School, Bandera County TX), The Tiger Award and the Teaching Excellence Award (Neville High School, Monroe LA); *Recipient:* The Excalibur Award (American Cancer Society) 1997, 2000, 2002, 2003; Alumnus of the Year Award, Neville High School, Monroe LA (1999); *Supporter:* VICTORY (Houston TX), a branch of The American Cancer Society.

ATTACHMENT B

Explanation of Possible Conflicts

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") in connection with the Facility Agreement (the "FA") that will be entered into by and between NTE Mobility Partners Segments 3 and the Texas Department of Transportation ("TxDOT") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, Susan S. Soussan has agreed to be included on the Disputes Board Member Candidates List prepared by NTE Mobility Partners Segments 3 and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Susan S Soussan makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

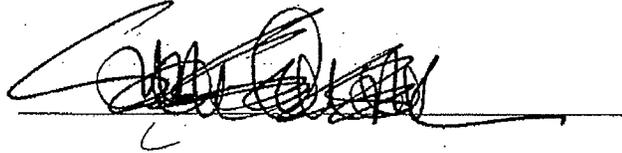
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.

A handwritten signature in black ink, appearing to be "C. M. Othon", written over a horizontal line.

Date:

2/7/13

ATTACHMENT A

Dispute Board Candidate Resume

SUSAN S. SOUSSAN
MEDIATION · ARBITRATION

1330 Post Oak Boulevard
Suite 2880

Houston, Texas 77056

susan@soussan-adr.com

www.soussan-adr.com

SUSAN S. SOUSSAN
FORMER TEXAS DISTRICT JUDGE

TELEPHONE (713) 961-2880
FACSIMILE (713) 961-2886

PROFESSIONAL EXPERIENCE

Full time Attorney-Mediator/Arbitrator since 1995. State Civil District Judge, Harris County, Houston, Texas -1994. Partner, Greenberg Peden Siegmyer Oshman & Soussan, 1977-94; Commercial litigator for 17 years, primarily working with contracts, real estate, banking, partnership disputes, and general business.

DISPUTE RESOLUTION EXPERIENCE AND TRAINING

MEDIATION

6000+ pre and post litigation matters involving all facets of civil, state, federal, domestic and international, litigation since 1990, specializing in complex, high-profile cases (e.g. *Exxon Valdez v. Lloyds of London, et al.*; *Hayes v. Robert Courtney, Eli Lilly and Co. and Bristol-Myers Squibb Co.*).

More specifically, mass torts and class action disputes (3,000+ class members) involving millions of dollars in controversy and in final settlement cases, including medical devices, pharmaceutical, toxic tort exposure, oil & gas refinery plant explosions, automobile roll-overs, tire failures, asbestos & silicosis).

Labor and Employment Law: 1000+ cases involving Title VII, 1983, ADA, FLSA, non-compete, age, ERISA, TCHRA - settlements in the 5, 6, 7 figure dollar range.

IP: 300+ cases involving patent infringement, trade secret, copyright involving multi-million and multi-billion dollar demands and settlements particularly in fields of technology (hardware & software disputes among all major computer related companies) and energy (tools, pipelines).

Oil & Gas/Energy: 500+ cases multi-billion and million dollar disputes involving all facets of upstream, midstream & downstream issues, interpretation of Joint Operating Agreements with Areas of Mutual Interest, exploration, gathering, production and marketing of LNG agreements among all world-wide oil and gas/energy companies

Insurance law: 300+ cases involving contract interpretation & bad faith claims; partnership disputes, business separation, real estate, probate, medical & legal malpractice, securities, tax fraud, construction, breach of contract, defamation and personal injury (personal injury matters - 1000+ as a result of mass tort litigation). All demands & settlements in these cases have been in the 8, 7, 6, 5 and 4 figure dollar range.

ARBITRATION

Arbitrator (sole, panel member or Chair) in 200+ cases. Representative sample:

- Class Action (3,400 members) brought by former clients of law firm asserting breach of contingent fee agreement and breach of fiduciary duty. Three-member panel. Award issued.
- Multi-billion dollar contract interpretation including intellectual property issues - medical device. Fortune 500 Companies. Three-member panel. Award issued after two week hearing.
- Securities Fraud, Louisiana Blue Sky Violation, Breach of Merger Agreement. Three member panel. Award issued after one week hearing.
- Employment Contract Interpretation. Former owner and president of new company terminated for cause four months into a three year employment contract. Sole Arbitrator. Award Issued.
- Breach of Buy/Sell Agreement involving purchase of trust company by bank/Counterclaim by Seller; Three member panel. Two week hearing. Award issued.
- Theft of trade secrets and breach of contract involving computer software and hardware of car dealer management system; millions of dollars at issue. Three member panel. Award issued after three week hearing.
- Theft of trade secrets/ patent infringement involving products used to measure sulphur content in petroleum based gases. Multi-million dollar claimed value. Three member panel. Award issued.
- Intentional infliction of emotional harm alleged by employee. Sole arbitrator. Award issued.
- Fraud in the Sale of Real Estate: Multi-million dollar claim for failure to disclose existence of potential toxic waste brought by homeowners against major home builder. EPA issues. Sole arbitrator. Award issued.
- Breach of Employment Contract by former employee of major accounting firm. Three member panel. Award issued.
- Breach of various computer hardware and software dealer management agreements/counterclaim DTPA. Three member panels. Awards issued.
- Labor and Employment cases (Title VII). Three and one person panels. Awards issued.
- Product liability involving particular part used in truck. Chair of three member panel. Claim amount in excess of \$100 million. Award issued after one week hearing.
- Insurance Coverage. Sole arbitrator. Parties: major oil company and major insurance company. Award Issued. Eight figure demand.
- Construction defect. Sole Arbitrator. Award issued.

Currently serves on the following panels:

AAA Commercial Panel

AAA Large Complex Cases Panel

AAA Real Estate Panel

International Institute for Conflict Prevention and Resolution (CPR) Panel of Neutrals

CPR Employment Panel (Southwest Region)

CPR Energy Oil & Gas Panel (Southwest Region)
CPR Judicial Panel
CPR US-China Business Mediation Panel

UMPIRE

Umpire in Ike Hurricane appraisal disputes involving commercial and residential properties.

ALTERNATIVE DISPUTE RESOLUTION TRAINING

AAA University- Chairing An Arbitration Panel: Managing Procedures, 2010
AAA, Efficient ADR-Saving the Client's Money Through Technology and Common Sense, 2010
AAA, ADR Strategies That Save Time and Money, 2010
AAA Arbitration Fundamentals and Best Practices for New Arbitrators, 2009
College of Commercial Arbitrators Annual Meeting, 2008, 2007, 2006
International Academy of Mediators Fall Meeting, 2008, 2006
International Academy of Mediators Spring Conference, 2006, 2003
Institute for Transnational Arbitration of the Center for American and International Law Annual Workshop, Arbitral Advocacy, 2004
Association of Attorney-Mediators, Inc., Mediation Training, multiple years.

PROFESSIONAL ASSOCIATIONS AND HONORS

STATE BAR OF TEXAS-COUNCIL MEMBER: ALTERNATIVE DISPUTE RESOLUTION SECTION 2011-2014
TEXAS MEDIATOR CREDENTIALING ASSOCIATION- CREDENTIALLED DISTINGUISHED
AMERICAN ARBITRATION ASSOCIATION
COLLEGE OF COMMERCIAL ARBITRATORS
CPR INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION
PANEL OF NEUTRALS
CPR EMPLOYMENT PANEL-SOUTHWEST REGION
CPR ENERGY OIL & GAS PANEL-SOUTHWEST REGION
CPR ENVIRONMENTAL PANEL
CPR US-CHINA BUSINESS MEDIATION PANEL

INTERNATIONAL ACADEMY OF MEDIATORS (IAM)
ASSOCIATION OF ATTORNEY MEDIATORS, INC.
ASSOCIATION OF CONFLICT RESOLUTION
AMERICAN, TEXAS AND HOUSTON BAR ASSOCIATIONS, (ADR AND LITIGATION SECTIONS)

FELLOW: AMERICAN BAR FOUNDATION
TEXAS BAR FOUNDATION
HOUSTON BAR FOUNDATION
INTERNATIONAL ACADEMY OF MEDIATORS (IAM)
COLLEGE OF COMMERCIAL ARBITRATORS
AMERICAN COLLEGE OF CIVIL TRIAL MEDIATORS 1997-2000

Texas Super Lawyer (Mediation and Arbitration) – Multiple Years
Houston's Top Lawyers – Multiple Years
H Texas Magazine Houston's Top Women in Business - 2010

College of the State Bar of Texas, Advisory Board of the Southwestern Legal Foundation
Institute for Transnational Arbitration, A.A. White Dispute Resolution Institute; Board of Directors,
1994-95, Center for Legal Responsibility; Faculty Advisor- 1994-95, HBA President's Award for

Outstanding Service as Chair of the ADR Committee, Recipient of Leadership Houston's Leadership in Action Award, Youth Division for HBA-ADR's Peer Mediation Pilot Project in HISD.

PROFESSIONAL LICENSES

Admitted to the Bar, Texas, 1977
U.S. District Court, Southern District of Texas, 1979
U.S. Court of Appeals, Fifth Circuit, 1980
U.S. Supreme Court, 1980

EDUCATION

University of Texas, B.A. with Honors, 1974
University of Houston, J.D. 1977, Order of the Barons

PUBLICATIONS AND SPEAKING ENGAGEMENTS – (Partial History)

Speaker, "Managing Your First Arbitration," Sponsored by College of Commercial Arbitrators and American Arbitration Association, University of Houston Law Center, 11/2011; Panelist, "Ethical Considerations- ADR," Houston Bar Association- ADR Section, 2/2011; Panelist, "Women: The New Glass Ceiling," 2/2011; Speaker, "2010 Arbitration Update," Annual Meeting- College of Commercial Arbitrators, 10/2010; Panelist, "Judges, Elected or Appointed- Which is Better?" American Inns of Court XV (Garland Walker Inn), 3/2009; Panelist, "Mediation: Working it all out," Texas Lawyer Roundtable Series, 12/2008; Panelist, "Arbitration: What Every Lawyer Needs to Know," Texas Lawyer Roundtable Series, 12/2008; Speaker, "Mediation Skills—Secrets and Pitfalls," Speaker Series, ConocoPhillips Legal Department, 2008; Speaker, "Energy and the Environment - Good Border Business, Energy Sector Dispute Resolution," XIV Border Energy Forum, San Diego, CA, 2007; Speaker, "Your Chance To Speak Up—The CPR Roundtable," CPR International Institute for Conflict Prevention and Resolution, Spring Meeting, New Orleans, 2004; Speaker, Annual Advanced Attorney Mediator Training, St. Louis, Missouri, 2003; Speaker, "Mediation in Civil Matters," Speaker Series ConocoPhillips, Legal Department, 2003; Speaker, American Bar Association, Mediation Advocacy Tort Trial & Insurance Practice, 2003; Faculty, Attorney-Mediators Institute, Speaker, The Mediators and Arbitrators, HBA, 9/01, Speaker, *Ethical Considerations of Mediation*, HBA CLE Seminar 11/01, Speaker, *Mediation of Employment Disputes: Strategy and Preparation Tips*- TELC Educational Conference and Spring Meeting, Austin, Texas, 1999, Speaker, *ADR-Avoiding and Resolving Pitfalls Particular to IP Cases*, Second Annual IP Law Conference for Women Corporate Counsel and IP Managers, 10/98, San Diego, California, Speaker, *Try to See It My Way: Mediation of Employment Disputes*, Advanced Employment Law Course, State Bar of Texas, 12/99 and 1/98, Speaker, *Mediating Insurance Disputes: What Not To Do*, Texas Insurance Law Symposium, South Texas College of Law, 9/97, Speaker, *Mediating the Complex Case & The Exxon Valdez Mediation*, Annual HBA ADR Section Seminar, 4/97, Speaker, *Mediation/Settlement Techniques Advanced Medical Malpractice, Pharmaceutical / Medical Device Litigation Course*, State Bar of Texas, Santa Fe, New Mexico, 3/97, Speaker, *ADR—When and How to Effectively Use*, Southwestern Bell Communications, Inc. Legal Conference, 2/97, Speaker, *ADR Overview: Making Mediation/ Arbitration Work for You*, HBA, 4/96, Speaker, *Mediation, A View from the Bench*, Texas Association of Mediators, 3/96.

FOREIGN LANGUAGE - Spanish

ATTACHMENT B

Explanation of Possible Conflicts

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") in connection with the Facility Agreement (the "FA") that will be entered into by and between NTE Mobility Partners Segments 3 and the Texas Department of Transportation ("TxDOT") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.
3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.
4. By signature below, Michael S. Wilk has agreed to be included on the Disputes Board Member Candidates List prepared by NTE Mobility Partners Segments 3 and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Michael S. Wilk makes the following disclosure:

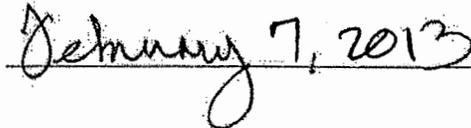
1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.
3. My resume is attached to this Disclosure Statement as Attachment A.
4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferroviaal Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.



Michael S. Wilk

Date: 

ATTACHMENT A

Dispute Board Candidate Resume

MICHAEL S. WILK
Attorney, Arbitrator, and Mediator

HIRSCH & WESTHEIMER, P.C.
700 LOUISIANA, SUITE 2550
HOUSTON, TEXAS 77002
(713) 223-5181
(713) 223-9319 fax
e-mail: mwilk@hirschwest.com

CURRENT EMPLOYER/TITLE:

Managing Shareholder and President, Hirsch & Westheimer, P.C.

WORK HISTORY:

Hirsch & Westheimer, P.C. – 1966 to present. AV Rating in Martindale –Hubbell.

EDUCATION:

University of Texas (BA. 1964)
University of Texas School of Law (J.D. with honors, 1966);
Editor of Texas Law Review (1965)

ARBITRATION AND MEDIATION PANELS:

- American Arbitration Association Panel of Neutrals (Large Complex Commercial Cases Arbitration Panel and Mediation and National Panel Banking and Secured Transactions);
- CPR International Institute for Conflict Prevention and Resolution (National Arbitration and Mediation Panel, Accounting, Banking, Energy and Financial Services Panel);
- American Health Lawyers Association Panel of Neutrals (Arbitration and Mediation);
- FINRA Panel of Neutrals (Arbitration and Mediation); American Health Lawyers Association Panel of Neutrals (Arbitration and Mediation).
- Served on cases and disputes ad-hoc, hired by parties, and panels under International Centre for Dispute Resolution and ICC International Court of Arbitration

ARBITRATION EXPERIENCE:

Arbitrated over 100 (over 70 as chairman or sole arbitrator) complex commercial disputes between domestic and multi-national companies, including oil and gas disputes between energy and chemical companies and equipment and service providers, gas transmissions, real estate transactions and leasing disputes involving banks, secured transactions, wire transfers, breaches of representations and warranties, including price and accounting adjustments in mergers and acquisitions, interpretation and breach of contract, investments, shareholder oppression, breach of fiduciary duties, medical providers, employees, accounting malpractice and banking, letters of credit, securities, corporate squeeze out and shareholder oppression cases.

ARBITRATION TRAINING:

- College of Commercial Arbitrators Annual Meetings 2008, 2009, 2010 and 2011;
- Yearly ACE courses presented by American Arbitration Association and CLE courses for the State Bar of Texas ADR Section;
- 2002 FINRA Dispute Resolution Arbitrator Training; Panel Member Course and Examination, Chicago;
- 2001 AAA Commercial Arbitration Training Workshop II, Dallas;
- 2000 Chartered Institute of Arbitrators, North American Branch, International Commercial Arbitrators Basic Training Course and Examination;
- 1999 AAA Commercial Arbitration Training Workshop I, Houston;
- 1991 American Arbitration Association Basic Arbitration Training, Houston.

MEDIATION EXPERIENCE:

More than 1,000 commercial disputes involving, among other areas, complex commercial, banking, employment, securities, oil and gas, bankruptcy, health law, and environmental issues. Breach of contract disputes, including: contracts relating to the purchase and sale of businesses, sale of goods, including chemicals and other petroleum products; employment; securities and corporate disputes; disputes relating to service providers of technology; patent, license, trademark disputes; breach of fiduciary duty in both the partnership and legal entity context and in the context of trusts and estates; reorganization and bankruptcy, including turnover actions, objections to and confirmation of plans of reorganization; and objection to discharge. Construction disputes, environmental disputes, insurance disputes. Disputes relating to property damage to an underground oil and gas reservoir by improper drilling and destruction of an oil and gas prospect because allegedly improper drilling techniques. Real estate disputes, including leases and contracts for the purchase and sale of real estate. Also experienced with will contests and cases involving the breach of fiduciary duty.

MEDIATION TRAINING:

Yearly training by Association of Attorney Mediators, the State Bar of Texas ADR Section and Texas Mediator Credentialing Association;
Negotiation Workshop, Harvard Law School – 1993;
Advanced Mediation Training, Attorney-Mediator's Institute, Dallas - 1992;
Basic Mediation Training, Attorney-Mediator's Institute, Dallas – 1990.

LEGAL EXPERIENCE:

Practices in commercial transactions and commercial litigation in state and federal courts as well as bankruptcy and probate. Extensive experience in cases involving corporations and partnership issues, breach of contract, lending, bank deposits and transfers, real estate, energy and construction, administration of trusts and estates and breach of fiduciary duty. Transactional experience includes buying and selling businesses, both in public and private transactions. Adjunct professor at South Texas College of Law teaching negotiable instruments, bank deposits and collections, and secured transactions (1972 and 1973).

PROFESSIONAL ASSOCIATIONS:

- College of Commercial Arbitrators (Fellow);
- International Mediator Institute (Certified Mediator Texas Mediator Credentialing Association (Credentialed Distinguished Mediator);
- State Bar of Texas (Dispute Resolution Section, Past Chair);
- Association of Attorney Mediators, Inc. (Director-National; President-National 1996);
- State Bar of Texas Grievance Committee (Member and Past Chairman 4B);
- Harris County Dispute Resolution Center (Director, Pro Bono arbitrator, mediator, moderated settlement conference panelist);
- Houston Bar Association (Chairman Peer Mediation in Schools Task Force 1993-1994);
- Houston Bar Association (Past Council Member Alternative Dispute Resolution Section);
- American Bar Association (Alternative Dispute Resolution Section);
- Texas Bar Foundation (Fellow); Houston Bar Foundation (Fellow).

RECOGNITIONS:

AV Preeminent Status-Martindale-Hubbell, the highest possible rating in both legal ability and ethical standards. Recognized in Texas Monthly's annual publication, *Texas Super Lawyers* every year since 2003 for the practice area of alternative dispute resolution. Top Lawyer in Alternative Dispute Resolution-Houston Lawyer Magazine; AVVO superb rating

PUBLICATIONS:

"Review of Arbitration Awards for Mistakes of Law or Fact," *The Texas Lawyer*, April 23, 2012; and State Bar of Texas ADR Section Newsletter, *Alternative Resolutions*, Fall 2012, Vol. 22 No. 1.

"Resolution of Domestic and International Bankruptcy Issues through Mediation," *Conflict Management*, A Publication of the Committee on Alternative Dispute Resolution – American Bar Association, p. 19 (Summer 2005 – Volume 9, Issue 2).

"ADR Basics," *Conflict Management*, A Publication of the Committee on Alternative Dispute Resolution – American Bar Association, p. 16 (Summer 2004 – Volume 8, Issue 3).

"Mediation of a Bankruptcy Case," *American Bankruptcy Institute Journal*, (May 2003) at 12.

"Helping Attorneys See Beyond the Case: Return to Objectivity," *Alternative Resolutions* No. 2, p. 13 (November 2002).

"Alternative Dispute Resolution with the Resolution Trust Corporation and the Federal Deposit Insurance Corporation," 9 *The Practical Real Estate Lawyer* (May 1993) at 27.

PRESENTATIONS:

"Managing the Arbitration Process for Efficiency and Economy Following the Preliminary Hearing", American Arbitration Association University, ACE Course, August 23, 2012

"Mediated Settlement Agreements", Advanced Mediation Training, AA White Dispute Resolution Center, University of Houston Law School, December 2011.

"The Award", Managing Your First Arbitration, AAA, CCA, JAMS and AA White Dispute Resolution Center, University of Houston Law School, November 2011.

"The College of Commercial Arbitrator's Protocols for Expectations, and Cost Effective Commercial Arbitration: An Overview", ADR Section, State Bar of Texas Annual Meeting, June 2011.

"Arbitration Roundtable", State Bar of Texas, ADR Counsel, February 28, 2010.

"Everything You Wanted To Know About Being a Mediator But Were Afraid To Ask," AAM Annual Meeting, August 2008.

"Facilitative Mediation," Alternative Dispute Resolution Texas Style, Texas Bar CLE, Dallas, Texas, October 2007.

"Mediation of Securities Fraud Disputes," Houston Bar Association, Securities Litigation and Arbitration Section, Houston, Texas, January 2007.

"Delaying Tactics in Arbitration," American Arbitration Association ACE Program, Houston, Texas August 2006.

"Arbitration Fundamentals," State Bar of Texas CLE Web Cast, October 2005.

"Delaying Tactics in Arbitration," American Arbitration Association ACE Program, Houston, Texas July 2005.

"Mediation of a Bankruptcy Case," Mediation for Litigators, South Texas College of Law, Houston, Texas, October 2002.

"Mediation of Bankruptcy Disputes," Oklahoma State Bar Meeting, Alternative Dispute Resolution Section, November 2001.

"Presentation of Mock Mediation," National Association of Certified Valuation Analysts, Houston, Texas, September 2000.

"Helping Lawyers See Beyond the Case," Texas Association of Mediators Annual Conference Training Course, Houston, Texas, February 26, 2000.

"Ethical Considerations in Mediation," 16th Annual Bankruptcy Conference, the University of Texas School of Law, Austin, Texas, November 1997.

"Consensual Settlement," Association of Insolvency Accountants, 13th Annual Bankruptcy and Reorganization Conference, Dallas, Texas, May 1997.

"Advocacy In Mediation," The CLE Institute, Houston, Texas, October 1996.

"The CPA's Role in Alternative Dispute Resolution," AICPA National Advanced Litigation Services Conference, New Orleans, Louisiana, October 1996.

"Evaluative Mediation: Why, When, and How to Manage the Merits," American Bar Association Section of Dispute Resolution, Orlando, Florida, August 1996.

"Mediation — Five Years Later," Houston Bar Association Institute, Houston, Texas, October 1994.

"Future ADR Trends and New Concepts: Resolving Disputes: Litigation vs. ADR," South Texas College of Law, Houston, Texas, March 1993.

"Mediation of Business Disputes," Houston Bar Association, Corporate Counsel Section, Houston, Texas, November 1992.

"Alternative Dispute Resolution with the Resolution Trust Corporation and the Federal Deposit Insurance Corporation," American Bar Association Annual Meeting, San Francisco, California, August 1992.

"The Mediation Session — Non-judicial Resolutions/Alternatives to Deking It Out," 5th Annual Valuation of Assets in Bankruptcy Conference, The University of Texas School of Law, Austin, Texas, July 1992.

"The Mediation Solution — Low Cost Salve For Thorny Real Estate Disputes," American Bar Association's Section of Real Property, Trust and Probate Law, Third Annual Spring CLE and Committee Meeting, Nashville, Tenn., May 1992.

"Arbitration — A Primer for the Business Lawyer," 14th Annual Conference on Securities Regulation and Business and Law Problems, The University of Texas School of Law, Austin, Texas, March 1992.

"Initiating and Objecting to ADR Procedures, the Art of Advocacy in ADR," South Texas College of Law, Houston, Texas, June 1991.

"Controlling Litigation With Boilerplate — Opportunities, Pitfalls & Limitations: Mediation/Letters of Credit," American Bar Association Section of Real Property, Probate and Trust Law, Spring CLE and Committee Meeting, Orlando, Florida, April 1991.

"Alternative Dispute Resolution in a Banking Context," 13th Annual Banking Law Institute, Texas Association of Bank Counsel, Houston, Texas, March 1990.

ATTACHMENT B

Disclosures of Michael S. Wilk

In connection with my invitation to act as a member on the Disputes Board Member Candidates List, I make the following disclosures that will satisfy my duty of disclosing the facts which I am aware of that might create an impression of possible partiality. None of the foregoing disclosures would in any way affect my impartiality or neutrality in serving on the Disputes Board Member Candidates List or my serving on the Disputes Board.

1. I have no knowledge of, personal or professional relationship, or interest in, any of the parties named in paragraph 4 of the Dispute Board Candidate Disclosure Statement.

2. I have been actively practicing in Houston, Texas since September 1966. I have also been involved in alternative dispute resolution since 1990 and have served as a mediator, arbitrator, administrative judge and in other neutral capacities during that time. Due to the volume of my activities, I may not remember the names of the individuals appearing before me in those matters, although I attempt to do so. Accordingly, I must rely on the attorneys that may have appeared before me in any dispute in which I am acting as a member of the Disputes Board to inquire of any of the parties and potential witnesses involved to determine if they know me, and if any of them do, to so advise me.

3. I have acted as a mediator in cases in which the law firm of Bracewell and Giuliani, LLP has represented one of the parties. Within the last two or three years, I have only acted as a mediator in a handful of cases in which lawyers from Bracewell and Giuliani, LLP have represented one of the parties.

4. My son is a real estate lawyer practicing in Austin, Texas and was previously with the firm of Bracewell and Giuliani, LLP. He left the firm more than 8 years ago. He does not have any association with Bracewell and Giuliani, LLP.

5. I am currently serving as a neutral arbitrator on a panel appointed by the American Arbitration Association ("AAA") in a case in which Bracewell and Giuliani, LLP represents one of the parties. The arbitration has been abated due to a bankruptcy filing by one of the parties and there has been no activity on the case since October 2009. In late 2009, I was appointed as a neutral arbitrator in another AAA case in which Bracewell and Giuliani, LLP represented one of the parties. The arbitration was settled prior to the appointment of the third arbitrator. In October 2010, I was appointed as a neutral arbitrator by the AAA in a case in which Bracewell and Giuliani, LLP represented one of the parties. That case was settled after the appointment of the third arbitrator and prior to any hearings.

6. In 2007, I was appointed as a neutral arbitrator by the International Center of Dispute Resolution and served on a panel in a case in which two lawyers from Bracewell and Giuliani, LLP represented one of the parties. There were several arbitration hearings, including a 4-day evidentiary hearing. The partial final award was entered in the case in February 2009. The issues remaining in the case were subsequently settled.

7. I am currently serving as a neutral arbitrator in a panel of three arbitrators under the auspices of the International Chamber of Commerce. Bracewell and Giuliani, LLP represents one of the parties in that arbitration. The case is set for an evidentiary hearing in March, 2013.

I have made these disclosures as referenced above, to comply with my duty to protect the sanctity of acting as a neutral in an impartial and unbiased manner.

Dated: February 7, 2013

Michael S. Wilk
Michael S. Wilk

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of NTE Mobility Partners Segments 3 LLC (“NTE Mobility Partners Segments 3”) in connection with the Facility Agreement (the “FA”) that will be entered into by and between NTE Mobility Partners Segments 3 and the Texas Department of Transportation (“TxDOT”) regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, Alvin L. Zimmerman has agreed to be included on the Disputes Board Member Candidates List prepared by NTE Mobility Partners Segments 3 and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Alvin L. Zimmerman makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

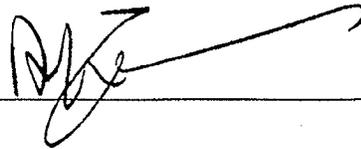
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.

A handwritten signature in black ink, appearing to be 'MJE', written over a horizontal line.

Date: 2/7/13

ATTACHMENT A

Dispute Board Candidate Resume

SEE ATTACHED RESUME

ALVIN L. ZIMMERMAN

Zimmerman, Axelrad,
Meyer, Stern & Wise, P.C.
3040 Post Oak Blvd., 13th Floor
Houston, Texas 77056
(713) 552-1234 (office)
(713) 212-2611 (direct)
FAX: (713) 212-2710



EDUCATION:

GRADUATE:

University of Houston College of Law, Houston, Texas (1967 - Juris Doctorate)

UNDERGRADUATE:

University of Houston (1964, B.S., Psychology)

ACTIVITIES AND HONORS IN LAW SCHOOL:

Garwood award for scholarship; member of the Houston Law Review and Recipient of (i) outstanding candidate award of the Houston Law Review, (ii) outstanding editor contribution of the Houston Law Review; managing editor of the Houston Law Review; teaching fellow; and Phi Delta Phi Fraternity.

PUBLICATIONS:

3 Hous. L. Rev. 260 (Res Ipsa Loquitur)
3 Hous. L. Rev. 418 (Habitual Criminality)
Editor, Briefcase, University of Houston Law Alumni Bulletin (1980-1983)
Reflections by a Retiring Judge (Houston Lawyer - Oct., 1984)
Author - Attorney General of Texas opinions:
(1) M. 284 (Art. 1.103 Election Code - validity of rules promulgated by Secretary of State)
(2) M. 298 (Use Tax Art. 20.02 - determination of whether rental pipeline is personality or realty)
(3) M. 300 Sales Tax Art. 20.01 (T) interpretation
Mediator Accountability - Ethical and Legal Standards for the Profession, American Journal of Trial Advocacy. Vol. 28:1, Summer 2004
Is a Mediated Settlement Involving a Child Binding?, Co-Author, State Bar of Texas - ADR Section Newsletter, Spring, 2012
Succeeding in Texas Family Law Litigation: What Attorneys Need to Know, Co-Author, Strategies for Family Law in Texas, 2012 Edition.

CHRONOLOGICAL LEGAL INVOLVEMENT:

1967 - Briefing Clerk for the Honorable Joe Ingraham, United States Judge - United States District Court (Houston)
1967 to 1968 - Assistant Attorney General of Texas - Bankruptcy and Tax Division
1968 - Private Practice
1969 to 1980 - General Counsel, Vice-President and Secretary (Ex Officio Board Member) of Sterling Electronics Corporation, a Houston based New York Stock Exchange Company
1979 to 1980 - Associate Judge, Municipal Courts of the city of Houston, Texas
1979 - Chair, Rules Revision Committee of the Municipal Courts of the city of Houston
1980 - Webb, Fant & Zimmerman (Partner)
May 1, 1980 - Governorial appointment - Judge of 309th Family District Court, Houston, Texas
November 4, 1980 - Elected Judge of 309th Family District Court in County wide election
June 1, 1981 - Appointed Judge of 269th State Civil Court, Harris County, Texas
November 2, 1982 - Elected in general election (unopposed) -- 269th Civil District Court, Harris County, Texas. Resigned 1984 to reenter private practice.
1984 to Current - Zimmerman, Axelrad, Meyer, Stern & Wise, P.C., Shareholder and Chairman

TEACHING INVOLVEMENT:

1980-84; 1989 - Faculty, Texas College of Civil Trial Advocacy
1981-84 - Adjunct Professor of Law - "Contracts," South Texas College of Law (1982)
1990-91 - Faculty, ABA Family Law Trial Advocacy
1992-93 - Faculty, A.A. White Dispute Resolution Center, Alternative Dispute Resolution
1992-93-94 - Guest Lecturer of Law - University of Houston Law Center
1993 - Faculty, ABA Family Law Trial Advocacy
1993-94 - Faculty, A.A. White Dispute Resolution Center, University of Houston, Alternative Dispute Resolution
1994-95 - Faculty, A.A. White Dispute Resolution Center, University of Houston, Alternative Dispute Resolution
1994 - Faculty, ABA National Family Law Trial Advocacy
1995 - Faculty, South Texas Center for Legal Responsibility (mediation of Family Law cases; Legislative changes
1995-96 - Faculty, A.A. White Dispute Resolution Center, University of Houston, Divorce & Child Custody; Family Mediation; Child Support Issues
1996-97 - Faculty, A.A. White Dispute Resolution Center, University of Houston, Divorce & Child Custody; Family Mediation
1997 - Lecturer, South Texas Center for Legal Responsibility, Mediation in Civil Cases
1997-98 - Faculty, A.A. White Dispute Resolution Center, University of Houston, Divorce & Child Custody; Family Mediation
2005 - Guest Faculty, University of Houston, Nuts and Bolts of Mediation
2006 - Guest Faculty, University of Houston, Mediation Tips
2007, 2008, 2009, 2010 - Guest Faculty, University of Houston, Insights to Family Law

COMMUNITY INVOLVEMENT:

Past member of River Oaks Rotary (1969 - 1982).
Past Member of the Board of Overseers of the Houston Metropolitan Ministries (1970-72).
Fondren Middle School PTO (President, 1981-82).
Houston Law Review Alumni Association (member of Board and past president).
University of Houston Law Alumni Association, Treasurer and Chairman of Publications (1981-84), 1989 President, and Member of Board of Directors (1988-1990).
University of Houston Law Review Foundation Charter Member (1984 - present; President 1994-95).
University of Houston Alumni Association (1991; Secretary & Board 1992; President-Elect 1993-1994; President 1994-1995; Chairman 1995-1996).
Westland YMCA (Chairman, Finance Committee 1982-85) and Chairman of the Board (1985-87).
Hillel Foundation (Past President 1981-83); Community Award for Excellence recipient (1994).
Southwest Anti-Defamation League - Member since 1970, Vice Chairman (1984), Chairman (1985-86), and Executive Committee (1986 to present).
Maplewood West Civic Association (President, 1984-85).
Harris County Judicial Qualifications Committee (Chairman, 1985-86).
Security Bank (Director, 1985-1994).
Kent Electronics Corporation (Director, 1986 to 2001) - NYSE corporation.
University of Houston Law Center Foundation, Inc., Member Board of Directors (1992 to present); Board of Trustees, Chair - Audit Committee (1993); President-Elect (1997-98), President (1999 to 2001)
University of Houston Law Center, Dean Search Committee Member (1994-95).
Houston Symphony Advisory Committee (2004)
Houston Symphony Board of Trustees (2006-2008)
Director, University of Houston Foundation (2003 -present).
Vice Chair, University of Houston Foundation (2009)

PROFESSIONAL INVOLVEMENT:

Houston Bar Association (Member).
American Bar Association (Member).
Authorized to practice before the Supreme Court of Texas and the United States and Southern and Western Federal Bars of Texas; 5th Circuit of the United States since 1968.
Gulf Coast Family Law Specialists (member of the Board, 1989; Treasurer, 1990; member 1983-present)
Arbitrator: Accident Arbitration Forum, Inc. and American Arbitration Association.
State Bar of Texas - Houston Subcommittee of the State Unauthorized Practice of Law Committee (1990 to 1993).
Houston Bar Association, Family Law Section - Chairman 1992-1993. (Secretary 1989-90, President-Elect 1991-1992, President 1992-1993).
Member of SPIDR since 1991.
Texas Academy of Family Law Specialists (1986 to present).

Houston Bar Foundation liaison member to Houston Volunteer Lawyers Association (1991), Member since 1990, Vice Chair for 1992
Texas Association of Attorney Mediators (1989 to present).
Fellow, American Academy of Matrimonial Lawyers (1991 to current)
Member, College of the State Bar of Texas (1986 to present).
Steering Committee of Professional Attorney-Mediators (1994)
Charter Member, International Academy of Mediators (1997); Member-Board of Governors (2002 to current); President-elect (2006-2007); President (2007-2008)
Charter Member, Institute for Responsible Dispute Resolution (2000).
Fellow, American College of Civil Trial Mediators (2001 to current).
Member, Royal Academy of Matrimonial Lawyers (2002-current).
Houston Bar Association, ADR Section - elected Chair of the Council 2012-2013,
State Bar of Texas ADR Section-elected Chair of the Council 2012-13
Fellow, College of Commercial Arbitrators (2010)

GENERAL HONORS:

1973 Outstanding Chairman Award of the Houston Bar Association.
1986 to present - Who's Who in the Southwest
April 1983 - Outstanding Adjunct Professor of Law - South Texas College of Law.
May 5, 1983 - Dean's Award for outstanding contribution to the Law Center - University of Houston Law Center.
November 1985 - Board Certified - Family Law, Texas Board of Legal Specialization; recertified 1990 and 1995.
1987 - Commissioner (Gubernatorial appointment) - Texas Bicentennial Constitutional Committee.
1989 - Selected regional arbitrator for Manville Personal Injury Trust - Southwest Region.
1989 - Member - Texas Association of Attorney Mediators
September 1991 - Elected Fellow, American Academy of Matrimonial Lawyers
1992-1993 - Boss of the Year, Greater Houston Legal Secretaries' Association.
1992 to 1995 - Who's Who in the World.
1994 - Hillel Community Award for Excellence Award.
1994-1995 - Who's Who in Top Executives and Professionals.
2002-2012 - The Best Lawyers in America.
2003-2010 - The Best Lawyers in Houston, H Magazine
2003-2012 - Super Lawyer in Texas, Texas Monthly Magazine
1998 Frank G. Evans Mediator of the Year Award, presented by Center for Legal Responsibility at South Texas College of Law.
1999 Karen Susman Jurisprudence Award, presented by Anti-Defamation League of Houston, Texas
2007 David Argyle Gibson Award as Family Law Attorney of the Year, presented by Gulf Coast Family Law Specialists, Houston, Texas
2009 Distinguished Alumni Award presented by the University of Houston Alumni Association
2010-11 - Listed in Lawdragon

JUDICIAL HONORS:

August, 1980 - Houston Post - Ranked 3rd out of 64 judges in survey for on-bench attendance.
August, 1981 - Houston Bar Association Survey - 3rd highest number of outstanding and 2nd number of lowest unfavorable recommendations in Family Judicial Section.
1982 - 1984 - Lawyers Judicial Qualifications Poll of Harris County - received "Outstanding" rating.
July 31, 1984 - Retired from Bench undefeated
1985 to present - Special Master and Ad Litem appointed by Civil, Juvenile, and Family Law judges of Harris County.
Mediator appointed by Federal and State Courts in Harris, Fort Bend, Galveston, Montgomery, and Waller Counties, and Eastern District of Louisiana.

FACULTY PARTICIPATION AND PUBLICATIONS:

1981 - Moderator - State Bar of Texas - General Practice - Houston, Texas.
1984 - Moderator - South Texas College of Law - Civil Trial/Evidence.
1985 - Speaker - "The Child in Our Society," State Bar of Texas, San Antonio, Texas, Media and the Law Conference on Child Abuse.
1987 - Speaker - "Jewish Divorce," Law Committee Congregation Beth Yeshurun and American Jewish Committee, Houston, Texas.
1989 - Speaker - "Family Law," Houston Association of Legal Secretaries.

1990 - Speaker - "Joint Managing Conservatorship," State Bar of Texas, Houston, Texas, Advanced Family Law Course.

1990 - Speaker - American Bar Association, Family Law Advocacy Program, National Institute for Trial Advocacy, University of Houston, Houston, Texas.

1990 - Speaker - "Ethics," Anti Defamation League, Law Committee Seminar, Houston, Texas.

1991 - Speaker - "Mediation in a Business Environment," Schlumberger Co., Legal Department, Houston, Texas.

1991 - Speaker and Author - "Pre-Marital Agreements" and "Divorce," National Business Institute, Inc.

1991 - Speaker and Author - "Mediation in Family Law," Houston Bar Association.

1991 - Speaker and Faculty - American Bar Association National Family Law Advocacy Institute.

1991 - Speaker - "Types of Alternative Dispute Resolution," Houston Bar Association.

1991 - Faculty/Facilitator - "Ethics/Professionalism," American Bar Association/University of Houston Symposium.

1991 - Speaker and Author - "Joint Managing Conservatorship," University of Houston Family Law Seminar.

1991 - Speaker and Author - "Mediation," South Texas College of Law ADR Seminar.

1991 - Speaker and Author - "What is ADR," International Law Department of Schlumberger Corporation.

1992 - Speaker, "Mediation and the Role of the Legal Secretary," Greater Houston Legal Secretaries Association, Houston, Texas.

1992 - Speaker and Author - "Joint Managing Conservatorship," University of Houston Family Law Seminar.

1992 - Workshop Leader, Speaker, and Author - "Alternative Trial Notebook: The Nineties Trend for Litigators and Mediators," A.A. White Dispute Resolution Institute and South Texas College of Law.

1992 - Speaker, "Why ADR," A.A. White Dispute Resolution Institute 1992 - Speaker, Author, and Faculty, Advanced Family Law Mediation Training, A.A. White Institute.

1993 - Speaker and Author, "Advantages of ADR," Coopers Industries Mediation Seminar.

1993 - Speaker and Author, "Advantages of ADR," Arnold, White & Durkee Seminar.

1993 - Author, "An Overview of Divorce for the Layman," published in GHLSA's *Highlights*.

1993 - Speaker and Author, "Custody" and "Pre-Marital Agreements," National Business Institute, Inc.

1993 - Speaker and Author, "Joint Managing Conservatorship," University of Houston Family Law Seminar.

1993 - Speaker, Author and Faculty, Advanced Family Law Mediation Training.

1994 - Speaker, Family Law Mediation Workshop for Lawyers and Mental Health Professionals, Spring Shadows Glen.

1994 - Speaker, Houston Bar Association -- Mediation - Five Years Later, "Most Memorable Minutes."

1994 - Speaker and Author, "Joint Managing Conservatorship," University of Houston Family Law Seminar.

1994 - Speaker, "Settlement and Other Alternative Dispute Resolutions," Greater Houston Legal Secretaries Association.

1995 - Speaker, "Religious Divorce," St. Michael's Church, Houston, Texas.

1995, February - Speaker, "Texas Election Process of Judges," Bellaire Chamber of Commerce.

1995 - Speaker and Author, "Joint Managing Conservatorship," University of Houston Family Law Seminar, Houston and Dallas.

1995 - Speaker and Author, "Mediation in the Family Law Arena" and "Highlights of Custody, Possession, and Child Support," A.A. White Dispute Resolution Institute.

1995 - Speaker and Author, "Mediation in Employment Law," Texas Employment Law Council, San Antonio, Texas.

1995 - Speaker, "Pre-Marital Agreements," You and the Law Radio Program, Houston, Texas.

1996 - Speaker and Author, "Mediation in the Family Law Arena" A.A. White Dispute Resolution Institute.

1996 - Speaker and Author, "Useful Tips in Mediation" Harris County Domestic Relations Family Law Seminar, Houston, Texas.

1996 - Speaker and Author, "Aspects of a Secular Divorce" B'nai B'rith Attorneys.

1996 - Speaker and Author, "Joint Managing Conservatorship," University of Houston Family Law Seminar, Houston and Dallas.

1996 - Speaker, "Pre-Marital Agreements," You and the Law Radio Program, Houston, Texas.

1997 - Speaker, "AADR in Family Courts," College of Advanced Judicial Studies, Houston, Texas.

1997 - Speaker and Author, "Mediation in the Family Law Arena" A.A. White Dispute Resolution Institute, Houston, Texas.

1997 - Speaker and Author, "Mediation of Complex Cases," International Academy of Mediators, Clearwater, Florida

1997 - Speaker and Author, "Valuation of Assets in Texas," 1997 International Conference of American Society of Appraisers

1997 - Speaker and Author, "Joint Managing Conservatorship," University of Houston Family Law Seminar, Houston and Dallas.

1997 - Faculty and Speaker - "ADR," South Texas College of Law Symposium.

1997 - Speaker and Author, "Tiptoeing Through the Ethical Thicket of Mediation," International Academy of Mediators, New Orleans, Louisiana.

1997 - Speaker and Author, "Arbitration," Houston Bar Association.

1998 - Speaker and Author, "Mediation of Complex Cases," Houston Bar Association, ADR Section Seminar, Houston, Texas.

1999 - Speaker and Author, "Transformative Mediation," Houston Bar Association, ADR Section Seminar, Houston, Texas

1999 - Speaker and Author, "Ethical Considerations for the Mediator," International Academy of Mediators

1999 - Speaker and Author, "Preparing the Client for Mediation," South Texas College of Law Family Law Mediation Training Seminar, Houston, Texas

1999 - Speaker and Author, "Tripping the Light Fantastic - Ethical Mediation in Complex Cases," Susman Godfrey Attorneys' Retreat, Phoenix, Arizona

2000 - Speaker and Author, "Mediation of Complex Cases," Association of Attorney Mediators, Houston, Texas

2000 - Speaker and Author, "Uniform Mediators Act," Association of Attorney Mediators, Houston, Texas

2000 - Speaker and Author, "Uncontested Family Law Matters," Houston Bar Association, Houston, Texas

2000 - Speaker and Author, "Is the Client Ready for Mediation?," St. Mary's Law School, Mediation Training Seminar, San Antonio, Texas

2000 - Speaker and Author, "When Is a Marital Agreement or Order Not Enforceable?," New Frontiers in Marital Property Law 2000, State Bar of Texas

2000 - Speaker, "Ethics in the Law," Professional Decency, Harris County Jury Assembly Room.

2000 - Speaker and Author, "Joint Managing Conservatorship in the New Millennium," University of Houston Family Law Seminar, Houston and Dallas.

2001 - Speaker and Author, "Family Law in Texas," B'nai B'rith Family Law Seminar, Houston, Texas.

2001 - Speaker and Author, "Professionalism and Decency," Houston Bar Association Family Law Institute, Houston, Texas.

2001 - Speaker, "Mediation Pointers," O'Quinn and Laminack, Seminar, Houston, Texas.

2001 - Speaker and Author, "Joint Managing Conservatorship 2001," University of Houston Family Law Seminar, Houston and Dallas.

2001 - Speaker and Author, "Joint Managing Conservatorship After the 2001 Legislature Session," University of Houston Family Law Seminar, Houston and Dallas.

2001 - Keynote Speaker and Author, "Professionalism and Decency," Houston Bar Association, Houston, Texas

2002 - Speaker, "Ethical Issues for Mediators," International Academy of Mediators, Boulder, Colorado

2002 - Speaker and Author, "Joint Managing Conservatorship," University of Houston Family Law Practice Seminar, Houston and Dallas.

2002 - Speaker and Author, "Attorneys' Fees - Practical, Legal, and Ethical Considerations," University of Houston Law Center, Litigation and Trial Tactics Seminar, Dallas and Houston.

2003 - Speaker, "Complex Arbitrations," ABA Annual Litigation Conference, Houston, Texas.

2003 - Speaker and Author, "Premarital Agreements and Marital Agreements," University of Houston Law Foundation Family Law Seminar, Houston and Dallas.

2004 - Speaker and Panel Member, "Mediator Accountability - Ethical and Legal Standards of the Profession," International Academy of Mediators, New Orleans, Louisiana, published in the American Journal of Trial Advocacy, Vol. 28:1, Summer 2004.

2005 - Speaker and Author, "Attorneys's Fees," University of Houston Law Center Seminar, Houston and Dallas.

2006 - Panelist, "Professionalism of Mediators," Texas Association of Mediators Seminar.

2006 - Speaker and Author, "Collecting the Legal Fees," University of Houston Law Foundation Advanced Civil Litigation Seminar, Houston and Dallas.

2006 - Speaker and Author, "Collaborative Law," Houston Bar Association, Collaborative Law Section, Houston.

2006 - Speaker and Author, "Perspectives of a Mediator," Vinson & Elkins, L.L.P., Houston.

2006 - Speaker and Author, "Collaborative Law," John O'Quinn Courtroom, Collaborative Law Section, Houston.

2006 - Speaker and Author, "Divorce - Attorneys & CPA'S, Strategic Tax Considerations," Texas Society of CPA's, San Antonio and Dallas
 2007 - Panelist, "Mediation Prospective in Texas with Justices of Supreme Court of Texas," International Academy of Mediators, San Antonio
 2008 - Panelist, "Point/Counterpoint - Mediation From the Practitioners' and Mediators' Point of View," Joint ADR Section/Litigation Section.
 2008 - Speaker and Author, "Attorneys' Fees - They May Be a Big part of the Recovery" University of Houston Law Foundation Advanced Civil Litigation Seminar, Houston and Dallas.
 2009 - Panelist - American Academy of Matrimonial Attorneys, "Arbitration in Matrimonial Cases."
 2009 - Speaker and Author, "ADR in Texas," State Bar of Texas ADR Section, San Antonio, Texas
 2009 - Speaker and Author, "I Don't Want My Fiancé or Spouse to Have My Property," South Texas College of Law, Houston
 2010 - Panelist "Employment Arbitration Strategy and Practical Tips," Houston Bar Association - Employment Law Section
 2011 - Speaker and Author, "Mediated Settlement Agreements," State Bar of Texas Webinar, Austin.
 2011 - Speaker and Author, "Psychology and the Law," University of Houston, Hosted by Hosts: Psi Chi-The International Honor Society in Psychology, Phi Alpha Delta Pre-Law University of Houston Chapter Pi Sigma Alpha – Political Science Honor Society.
 2012 - Panelist, "Mediation and Arbitration in Probate," Houston Bar Association - Probate Section.
 2012 - Speaker and Author, "Ethics in ADR," Houston Bar Association - Employment Law Section.

MEDIATION/ARBITRATION TRAINING:

1989 - Johns Manville Association - Regional Arbitrator.
 1989 - Texas Association of Attorney Mediators (certified - 40 hours).
 1991 - Settlement Consultants, Inc., certified in family law mediation (24 hours).
 1992 - A.A. White Institute - Advanced Family Law certification (24 hours).
 1992 - The Private Adjudication Center, Inc. - Fast Track Arbitrations and ADR.
 1993 - Recertified as Family Law Mediator by A.A. White Institute.
 1995 - American Academy of Matrimonial Lawyers, certificate in family law arbitration (4 days).
 2000 - South Texas College of Law, Advanced Collaborative Law Seminar.
 2001 - American Arbitration Association, Arbitrator II Workshop, Dallas, Texas.
 2003 - American Arbitration Association, Arbitrator II Workshop, San Antonio, Texas.
 2004 - Association of Attorney Mediators, Ethics in Arbitration, Austin, Texas
 2006 - American Arbitration Association, Writing Awards Workshop.
 2008 - American Arbitration Association, Complex Cases Workshop.
 2009 - American Arbitration Association, Arbitration Evidence Workshop.
 2011 - American Arbitration Association, Better, Faster, Cheaper ADR Program
 2012-Intl Academy of Mediators-Harvard training program

ALTERNATIVE DISPUTE RESOLUTION:

Mediation: Over 2000 cases including family law, corporate, civil law, employment law, church law, personal injury, environment, construction, malpractice, intellectual property (patent, trademark and copyright) securities, fraud, take or pay, oil and gas, real estate, banking, probate/estates.
Arbitration: Regular panel member of the American Arbitration Association panelist; served as an arbitrator for the International Chamber of Commerce; private arbitration; Private Adjudication Center panelist; Asbestos arbitrator for Johns Manville cases; arbitrator for Dalkon Shield cases in Southwest region. Conducted over 400 arbitrations.
Rent-A-Judge Program: I have presided as a private judge.
Harris County Dispute Resolution Center: Pro Bono mediator.
Master-in-Chancery: Has served in this capacity on many cases and served as special counsel to Masters-in-Chancery.
Dependent Administrator for Probate Courts: Has served in this capacity in cases including an estate in excess of \$150,000,000.00.
Mediator Selected for:

- intergovernmental, multi-city disputes between cities.
- musician strikes.
- disputes between governmental, community, and constructual contracts.

Umpire: Insurance contract disputes.
Commissioner: Condemnation matters
Jury Consultant: Many cases.

ATTACHMENT B
Explanation of Possible Conflicts

NO CONFLICTS

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of the Texas Department of Transportation ("TxDOT") in connection with the Facility Agreement (the "FA") that will be entered into by and between TxDOT and NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.
3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.
4. By signature below, Donald G. Gavin has agreed to be included on the Disputes Board Member Candidates List prepared by TxDOT and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Donald G. Gavin makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.
3. My resume is attached to this Disclosure Statement as Attachment A.
4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.



Donald G. Gavin

Date: February 15, 2013

ATTACHMENT A

Dispute Board Candidate Resume



Donald G. Gavin



Shareholder

8100 Boone Boulevard
Suite 630
Vienna, VA 22182

Tel: 703.790.8750
Fax: 703.448.1801
donald.gavin@akerman.com

Education

LL.M., National Law Center of
George Washington University,
Government Procurement Law
J.D. University of Pennsylvania
Law School
B.S., Wharton School, University
of Pennsylvania

Construction Dispute Resolution

Donald Gavin's practice emphasizes the resolution of disputes on large construction projects around the world as well as representation of clients with public contract issues. He acts as an arbitrator, mediator and neutral on Disputes Resolution Boards, frequently selected as a chair or panelist by the American Arbitration Association, the International Centre for Dispute Resolution as well as the London Court of International Arbitration and the parties.

In his practice, Don has provided representation to owners, contractors, public entities, design professionals, and sureties with issues involving construction, public contracts, suretyship services, environmental matters, and grant (assistance) law. Don's experience includes primary legal team disputes resolution responsibility on major petroleum, gas, chemical, wastewater, power production facilities, and infrastructure in South America, Europe, Africa, and Asia, as well as within the United States, both offshore as well as land-based.

- Don was a Founding Shareholder of Wickwire Gavin, P.C.
- Past National Chair of the Section of Public Contract Law of the American Bar Association
- Past Member of the Board of Governors of the Bar Association for the U.S. Court of Federal Claims
- Representative of the American Bar Association, appointed by the Board of Governors to the National Construction Disputes Resolution Committee
- Fellow of the American College of Construction Lawyers
- Member of the Chartered Institute of Arbitrators of London
- Certified International Mediator
- Co-chair of the Project Execution Subcommittee of the International Construction Project Committee of the International Bar Association
- Served as a Captain in the United States Army Judge Advocate General's Corps, principally as a procurement legal advisor to the Army Corps of Engineers

Awards & Recognition

- American Bar Association, American Bar Foundation and Public Contract Law Section, Fellow
- United States Court of Federal Claims, Outstanding Service Award
- Chambers USA 2008-2012, Ranked in Virginia for Construction
- The Best Lawyers in America 2003-2012, Listed in Virginia for Arbitration, Construction Law, Litigation-Construction, and Mediation
- Super Lawyers Magazine 2006-2012, Listed in Virginia for Construction Litigation, Alternative Dispute Resolution, and International
- Super Lawyers Magazine 2007-2012, Listed in Washington, D.C. for Construction Litigation, Alternative Dispute Resolution, International
- Super Lawyers Magazine 2009, Listed in Washington, D.C. as one of the "Top 100 Lawyers in the DC Metro Area"
- Virginia Business Magazine, Recognized as one of Virginia's Legal Elite in the specialty of Alternative Dispute Resolution
- Listed in "Who's Who in International Construction Lawyers"
- Listed in "Who's Who in International Public Procurement Lawyers"
- Listed in "Who's Who in the World"
- Listed in "Who's Who in America"
- Martindale-Hubbell, A-V Rate

Publications and Lectures

- Construction Law International, Author "Scheduling (Programme) Analysis", Vol. 7-3, October 2012
- International Arbitration Seminar speaker on Case Management and on Effective Advocacy, February 20, 2012, Washington, D.C.
- Construction Law International, Author "Defects in construction projects – current issues" Part I, Vol. 5-4, December 2010, Part 2, Vol. 6-2, March 2011
- Federal Government Construction Contracts, Author "Differing Site Conditions," 2nd Ed., American Bar Association, Forum Committee on the Construction Industry, 2010
- International Bar Association Conference, Vancouver, Speaker, "Defects in Construction Projects", October 4, 2010
- 8th Annual Miami International Construction Arbitration Conference, ICDR, AAA and AAU, Speaker, "ADR Perspectives for International Construction Projects," March 22, 2010
- American Bar Association, Forum Committee on the Construction Industry, TIPS Fidelity and Surety Law Committee, and Public Contract Law Section, San Francisco, CA, Speaker, "False Claims and Compliance, Government Construction Contracting," January 28, 2010
- International Bar Association Conference, Madrid, Spain, Speaker, "Nuclear Power Projects: Minimizing Project Cost Growth and Delay," October 5, 2009
- International Bar Association Conference, Madrid Spain, Speaker, "Time and Acceleration Issues Affecting International Construction Contracts," October 7, 2009

- Law Business Research, Author, "Getting the Deal Through – Construction in 31 Jurisdictions Worldwide," 2009
- International Bar Association, Buenos Aires, Speaker, "Project Delivery in a Fraught Environment: Fraught = Owner Faces Seller's Market," October 13, 2008
- International Bar Association Conference, Buenos Aires, Speaker, "Electronic Documentation in Construction-Project Management and Dispute Resolution: The 'Paperless' Project: The Future, or Far from It?," October 15, 2008
- International Bar Association Conference, Singapore, Speaker, "Trends in Public Procurement of Legal Services 2007," October 15, 2007
- International Bar Association Conference, Chicago, IL, Speaker, "Legal and Contractual Issues Raised by Disasters and Potential Disasters," September 20, 2006
- Construction SuperConference '06, San Francisco, CA, Speaker, "Risk Management and Dispute Resolution: The Latin American Experience," December 8, 2006
- Public Works Projects, Author, Chapter 8, "Bond Default Manual," 3rd edition, American Bar Association, Fidelity and Surety Law Committee of the Tort Insurance Practice Section, San Antonio, TX, May 12-13, 2005
- Real Estate Transactions, Author, "Construction Matters and Mechanics' Liens," Virginia CLE, 2nd Ed., 2005
- Bar Association of the U.S. Court of Federal Claims Conference, Washington, DC, Speaker, "Trial Preparation and Organization," February 2002
- Forbes Magazine and Andrews Pub. Event, San Francisco, CA, Speaker, "Developing, Constructing, Operating and Securing Energy Power Projects," April 17, 2002

- Disruption Claims, Author, Chapter 3, Proving and Pricing Construction Claims, 3rd edition, Aspen Law and Business, 2001
- 50 State Construction Lien and Bond Law, Author, Chapter 48, "Virginia," 2nd edition, Aspen Law and Business, 2000
- American Bar Association, Forum on the Construction Industry, San Francisco, CA, Speaker, "Alternative Dispute Resolution," January 27, 2000
- American Bar Association, Fidelity and Surety Law Committee of the Section of Torts and Insurance Practice, Author, "The Surety's Management of the Complex Surety Case," LaJolla, CA, 1998, Philadelphia, PA, 2000
- Institute for Government Innovation, Speaker, Initial Rewards and Risks of Construction Contracting with Foreign Governments, November 9, 1999
- American Bar Association, Tort and Insurance Practice Section, Author, "The Surety's Environmental Risk," 1997
- Construction Subcontracting, Author, Chapter 17, "Inspection, Acceptance, and Warranties," Wiley Law, 1991
- Construction Bidding Law, Author, "Rights and Remedies of the Disappointed Bidder Under Federal Grant Programs," Wiley Law, 1990
- Construction Failures, Author, Chapter 11, "The Project That Doesn't Work: The Functional Failure and Who Is Responsible," Wiley Law, 1989
- Construction Defaults, Author, Chapter 8, "Representing the Public Owner," Wiley Law, 1989
- Federal Grant Law, Author, "Contracts Under Federal Assistance," American Bar Association, Section of Public Contract Law, 1982

Court Admissions

- U.S. Court of Appeals, District of Columbia
- U.S. Court of Appeals, Fourth Circuit

- U.S. Court of Appeals, Ninth Circuit
- U.S. Court of Federal Claims
- U.S. District Court, Eastern District of Pennsylvania
- U.S. District Court, Middle District of Pennsylvania
- U.S. District Court for the District of Columbia

- U.S. District Court, Western District of Virginia
- U.S. District Court, Eastern District of Virginia
- Supreme Court of Virginia
- Supreme Court of Pennsylvania
- U.S. Supreme Court

ATTACHMENT B

Explanation of Possible Conflicts

My fellow Shareholder in Akerman Senterfitt LLP, Robert Smith, serves as a neutral on various Dispute Resolution Boards in which some of the members of the conflicts group are participants. As a neutral Mr. Smith is neither representing nor adverse to such entities. Further as Mr. Smith is bound by confidentiality obligations, he does not share any information, and I have no knowledge of the particulars of the matters before such DRBs. Akerman Senterfitt LLP in other states and offices represents some CitiGroup affiliated entities, but does not represent Citibank Global Markets, Inc. nor are they opposed to this entity. I have no knowledge or involvement in any matter for any CitiGroup affiliated entities, and if appointed to the Disputes Resolution Board, I would put in place an ethical wall to formalize that I should have no knowledge nor involvement. In no way shall this effect my impartiality or neutrality. If the conflicts group will disclose the identity of witnesses and consultants when known, I will make such additional disclosures as are appropriate. Should any entity in the conflict group have a basis for a belief that I have a conflict of interest, they should disclose such basis promptly so that it may be addressed without delay.

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of the Texas Department of Transportation ("TxDOT") in connection with the Facility Agreement (the "FA") that will be entered into by and between TxDOT and NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, Joseph H. Hart has agreed to be included on the Disputes Board Member Candidates List prepared by TxDOT and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Joseph H. Hart makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

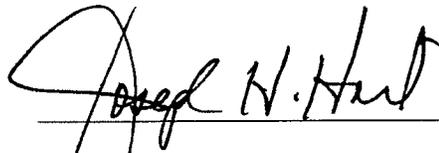
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.



Date: February 14, 2013

ATTACHMENT A

Dispute Board Candidate Resume

JOSEPH H. HART

Joseph H. Hart is a full time arbitrator, mediator and special (or "private judge").

Prior to establishing his own practice, Judge Hart was senior counsel with Akin Gump Strauss Hauer & Feld L.L.P. in Austin, Texas, where his primary practice was as an arbitrator and mediator.

Before joining Akin Gump Judge Hart served for seventeen years as judge of the 126th District Court of Travis County, Texas. His fellow judges elected him presiding judge of the Travis County District Courts in 1995. After being appointed to the bench, Judge Hart was named in each successive Travis County Bar Association Judicial Evaluation Poll as the top-rated judge.

Judge Hart's practice focuses on international and domestic arbitration, mediation, and other forms of alternative dispute resolution, including summary jury trials and trial by special judge (see, Tex. Civil Practice and Remedies Code, Ch. 151). Areas of alternative dispute resolution practice include business torts; business, commercial and contract law; family law; probate disputes; civil rights; construction; consumer/DTPA; creditor/debtor; eminent domain/condemnation; employment/labor; environmental/mass tort; health; insurance; intellectual property; landlord/tenant; libel/slander/defamation; legal, medical and professional malpractice; oil and gas/energy; personal injury; products liability; real estate; and regulatory/governmental. Additionally, he serves as a judge in mock hearings that are designed to assist parties in the presentation of judicial arguments before the court.

As a judge, he was instrumental in the design and implementation of the alternative dispute resolution systems now in place in the Travis County court system. Prior to his appointment to the bench, Judge Hart engaged in general civil trial and appellate practice before the Texas and U.S. trial, intermediate appellate and Supreme Courts. In the early 1970s he served as a trial attorney with the U.S. Department of Justice Organized Crime Section in the Cleveland, Ohio, Strike Force.

Judge Hart received his B.A. in 1963 and his J.D. in 1966 from the University of Texas. He participated in continuing judicial education at the National Judicial College in Reno, Nevada, and with the Texas Center for the Judiciary. His ADR training includes the American Academy of Attorney-Mediators, Inc.; Travis County Dispute Resolution Center; Center for Public Policy Dispute Resolution; SPIDR-Advanced Mediation; Chartered Institute of Arbitrators (International Arbitration); and International Chamber of Commerce. He has been a member of numerous State Bar of Texas committees including the Alternative Dispute Resolution Council and the Court Rules Committee. He is also a member of the American Bar Association. Judge Hart previously served as a member of the statewide Texas Commission on Judicial Efficiency. He has been a speaker and moderator at frequent Bar association and law school continuing legal education seminars and has lectured to classes at the University of Texas School of Law. His publications include "Free Speech on Private Property: When Fundamental Rights Collide," 68 *Texas L. Rev.* (Issue No. 7, June 1990).

Judge Hart is a former president of the Robert W. Calvert Chapter of the American Inns of Court (1992-1993). He was named the Travis County Bar Association Distinguished Lawyer of the Year Award for 2000. From 1983 to 1998 he served as a director of Volunteer Legal Services of Central Texas, which honored him by naming an award in his honor. The Joseph H. Hart Award will be given each year to the law firm that has demonstrated integrity in and commitment to providing legal services to the poor. Judge Hart has been very active over the years in civic matters. He was a founding director of CASA (Court Appointed Special Advocates), which provides volunteer advocates for abused and neglected children in court. In addition, he was a founding director of the Austin Lyric Opera and a former president of the Heritage Society of Austin.

In Austin, Judge Hart conducts his arbitrations, mediations, and special judge hearings at the Lakeside Mediation Center. (see www.lakesidemediation.com for directions.) Judge hart frequently travels out of Austin for arbitrations and mediations in other parts of the country. He may be contacted as follows:

(512) 481-0831;
(512) 473-0831 (fax);
joe@joehartlaw.com;
P.O. Box 50047, Austin, TX 78763-0047

ATTACHMENT B

Explanation of Possible Conflicts

I have in the past served as an Alternative Dispute Resolution neutral (mediator or facilitator) in disputes in which TX-DOT has been a party.

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of the Texas Department of Transportation ("TxDOT") in connection with the Facility Agreement (the "FA") that will be entered into by and between TxDOT and NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, Michael C. Loulakis has agreed to be included on the Disputes Board Member Candidates List prepared by TxDOT and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, Michael C. Loulakis makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

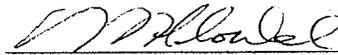
2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.

 _____

Date: 2/13/2013

ATTACHMENT A
Dispute Board Candidate Resume

ATTACHMENT B

Explanation of Possible Conflicts

N/A



Michael C. Loulakis, Esq., DBIA
President/CEO

Capital Project Strategies, LLC
11710 Plaza America Drive
Suite 2000
Reston, VA 20190
(703) 871-5079
(703) 433-9313 Fax
mloulakis@cp-strategies.com

OVERVIEW

Mike Loulakis has more than 30 years of experience in representing parties engaged in all aspects of the construction industry. Before starting Capital Project Strategies in 2007, Mike served as chairman and president of the national construction law firm of Wickwire Gavin, P.C., where he represented clients on matters involving procurement, risk management, contract drafting, and dispute resolution. He is well-known for his extensive background in design-build and other alternative project delivery systems, and has been one of the industry's most active writers and speakers on the subjects.

Mike has provided services on some of the country's most complex public sector design-build projects and public-private partnership (P3) programs, where he has helped agencies formulate effective project delivery, procurement, and contracting strategies. He has particular expertise on large transportation, tunneling, and water projects. In addition to his work for public sector clients, Mike also has extensive experience in representing private sector owners on domestic and international capital projects in the power generation (e.g., coal-fired, gas-fired, biomass and hydroelectric), petrochemical, and process industries. His role for these clients includes providing strategic assistance on EPC and EPCm procurements, assessing and managing risk, and helping to resolve conflicts. Mike has worked on projects in over 10 countries. Over the course of his career, Mike has also represented contractors, design professionals, and others on construction business counseling, teaming, contracting, and conflict resolution, frequently serving as their outside general counsel for construction matters.

In addition to client-specific work, Mike has been one of DBIA's most active members since the organization's formation in 1993. He served on the Board of Directors, wrote DBIA's standard form contracts, and is currently DBIA's Thought Leader on Design-Build Best Practices.

Mike is frequently asked to serve as a neutral in arbitrations, mediations, and DRBs, as well as provide peer reviews on contracting practices and claims management. He is also the lead or co-lead investigator in several national research projects for design-build and P3 best practices funded by FHWA and the TRB. Mike holds a civil engineering degree from Tufts University and a law degree from Boston University School of Law. He is also active academically, serving on the Tufts University School of Engineering's Board of Advisors and as an Adjunct Professor in the Department of Civil, Environmental & Infrastructure Engineering at George Mason University. Mike is widely published and has been ranked since 2004 in Chambers USA as one of the country's best construction lawyers. In recognition of his contributions to the construction industry, Mike was recently inducted into the National Academy of Construction.

RECOGNITION

- Designated Design-Build Professional (DBIA)
- Currently ranked as Band 1 in Chambers USA, which ranks the leading firms and lawyers in an extensive range of practice areas throughout America
- Recipient of the International Risk Management Institute, Inc. (IRMI) Words of Wisdom (WOW) Award
- Elected as a member of the National Academy of Construction, an honorary association for leading construction industry professionals

REPRESENTATIVE EXPERIENCE

Public Sector Transportation

- Representing the Metropolitan Washington Airports Authority (MWAA) on both Phase 1 and Phase 2 of the Dulles Corridor Metrorail (Silver Line) project. Phase 1 services included drafting and negotiating the Phase 1 design-build contract, creating project control specifications, developing risk mitigation strategies, and interfacing with other project participants. Phase 2 services include assessing project delivery options, creating design-build procurement documents and assessing various project issues (e.g., project labor agreements and DBE process).
- Representing Virginia DOT's Office of Transportation Public-Private Partnerships (OTP3) on several of its P3 projects, including the Downtown Tunnel/Midtown Tunnel (DT/MT) and Route 460 projects. The DT/MT project involves the renovation of an existing tunnel and the construction of a new immersed tube tunnel under the Elizabeth River in the cities of Portsmouth and Norfolk. Services include assisting OTP3 in the commercial negotiation of the concession agreement and assessing project risk.
- Representing Virginia DOT's Alternative Project Delivery office in its statewide design-build program. Services include assisting VDOT with procurement and contracting policies, training of its personnel and advising on contract execution issues.
- Represented Houston Metro Transit Authority on its \$1.5 billion, 11 mile University Line light rail project. Services include assisting the project team in evaluating project delivery and procurement strategies.
- Represented Santa Clara Valley Transportation Authority (VTA) on its \$1 billion design-build BART extension to San Jose. Services include assisting the project team in evaluating project delivery and procurement strategies.
- Retained by Washington State DOT to provide risk assessment services on its Alaskan Way Viaduct replacement project.

Public Sector Water and Wastewater

- Representing DC Water on its \$1.8 billion Clean Rivers program (including three major tunnels) and its \$400 million Biosolids program. Services include assisting the project team in identifying and implementing the best delivery options, procurement approaches and contracting strategies for the various components of the projects.
- Representing Metro Wastewater Reclamation District (Denver, CO) on its \$300 million Northern Treatment Plant project. Services include assisting the District in alternative delivery assessments, procurement, contracting and risk strategies, and developing a progressive design-build contract for the project.
- Representing New York City DEP on its Queens Groundwater Rehabilitation project. Services include assisting DEP with its development of a delivery and procurement strategy, as well as assisting in the drafting of associated procurement and contract documents.
- Representing the Southern Nevada Water Authority on its \$500 million Lake Mead Intake No. 3 design-build project. The project includes an intake shaft and a 3-plus mile intake tunnel beneath the lake, with unique tunnel boring conditions. Services include the development of all procurement and contracting documents, strategic advice on selection criteria and risk assessment, and strategic advice on claims and conflicts.

Private Sector

- Representing Massachusetts Eye and Ear Infirmary on Project 2020 in the procurement and contracting of a DBFOM contract for an underground parking facility, a perennially maintained park, and a hospital addition. The project also includes relocating a portion of Storrow Drive and replacement of roadway ramps into and out of Charles Circle from Storrow Drive. The procurement is based on a two-phase qualifications-based selection process, culminating in a Predevelopment Agreement.
- Representing a major underground mining machinery company in evaluating procurement and project management practices for its capital programs.
- Representing the developer of a 70 MW biomass project in Berlin, New Hampshire. Services include drafting and negotiating the EPC contract.
- Represented EQUATE (a joint venture of Dow Chemical and PIC) on a multi-billion petrochemical project in Kuwait delivered through multiple-prime EPC contracts. Services included counseling the project team on procurement, contracting, and risk management, as well as specific delay and disruption claims.
- Represented several owners in the petrochemical industry on international CAPEX strategies for contracting and procurement and contract execution.



- Represented several international independent power producers in risk analysis, drafting EPC contracts, and assisting in the prosecution and defense of claims. Representative projects include facilities in China, Mexico, Nepal, and the United States.

PUBLICATIONS & PUBLISHED RESEARCH

Transportation Research

"Legal Issues Involving Surety for Public Transportation Projects," *Legal Research Digest 40* (July 2012), Transit Cooperative Research Program, lead investigator.

"Competition Requirements of the Design/Build, Construction Manager at Risk, and Public-Private Partnership Contracts – Seven Case Studies," *Legal Research Digest 39* (January 2012), Transit Cooperative Research Program, co-lead investigator.

"Geotechnical Information Practices in Design-Build Projects," NCHRP Synthesis 429 (2012), co-consultant.

"Expedited Procurement Procedures for Emergency Construction Services," NCHRP Synthesis 43-11 (final draft submitted 2012), co-consultant

"Legal Aspects for Performance-Based Specifications for Highway Construction and Maintenance Projects," NCHRP 20-06 (final draft submitted 2012), consultant.

Major Industry Publications

Design-Build Lessons Learned, AEC Training Technologies, 1995 to present (annual publication), author.

Construction Business Formbook, Aspen Publishers, Inc., 2003, co-editor.

Design-Build for the Public Sector, Aspen Publishers, Inc., 2003, editor.

Design-Build: Planning Through Development, McGraw-Hill, 2001, co-author.

Design-Build Contracting Handbook, 2nd Edition, Aspen Publishers, Inc., 2001, co-editor.

Project Delivery Systems: Evaluating the Owner's Alternatives (CD-ROM), A/E/C Training Technologies, 1999, author, producer and developer.

Design-Build Contracting Guide, *Design-Build Institute of America*, November 1997, author.

Construction Management: Law and Practice, Wiley Law Publications, 1995, co-author.

"Competition Requirements of the Design/Build, Construction Manager at Risk, and Public-Private Partnership Contracts – Seven Case Studies," *Legal Research Digest 39* (January 2012), Transportation Research Board of the National Academies, co-author.

"Dispute Resolution Processes," Ch. 24, *Design-Build for Water and Wastewater Projects*, American Water Works Association, 2012.

"The Law," monthly column in *Civil Engineering Magazine*, American Society of Civil Engineers, 1981 to present, co-author.

"Legal Concerns After a Failure," Ch. 5, *Forensic Structural Engineering Handbook*, McGraw-Hill, 2000 (rev. 2009), author.

"Design-Build Delivery for the Water and Wastewater Industry," *Construction Briefings*, West Publishing, Part I, Nov. 2003; Part II, Dec. 2003; co-author.

"Power Generation Projects: Structuring the Design and Construction Process to Meet the Developer's Goals," *Getting It Right: How to Structure Complex Projects to Allocate Risks and Minimize Disputes*, American Bar Association Forum on the Construction Industry, 2001, author.

"Creatively Avoiding and Resolving Design-Build Disputes," Ch. 10, *Design-Build: Risks and Litigation*, Aspen Publishers, 1999, co-author.

"Claims and Disputes," Ch. 2, *Construction Controller's Manual*, Warren, Gorham & Lamont, 1998, author.

SPEAKING AND OTHER ENGAGEMENTS

Nationally recognized speaker before various state and federal agencies (transportation, defense, corrections), as well as the Design-Build Institute of America (DBIA), International Risk Management Institute (IRMI), and other trade and professional associations on a variety of topics affecting the construction industry. Subjects have



included risk allocation and management; innovative project delivery; public sector procurement issues; construction contract administration; contract claims and defense of claims; and alternative dispute resolution.

BAR ADMISSIONS

1979, Virginia; 1981, District of Columbia; 1990, Maryland

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

- Active member of FHWA-AASHTO Construction Management Expert Task Force
- Design-Build Institute of America: Former Member of Board of Directors (1995-2003); Chairman of Manual of Practice Subcommittee (1997-2001). One of the primary drafters of both the DBIA Design-Build Contracting Guide and DBIA's family of contract documents.
- Virginia Bar Association
- American Arbitration Association's Commercial Panel, Panelist
- American Society of Civil Engineers (ASCE)

PROFESSIONAL HISTORY

- Capital Project Strategies, LLC: President/CEO (2007 to present)
- Akerman Senterfitt Wickwire Gavin, P.C.: Shareholder (2006-2007)
- Wickwire Gavin, P.C. (1979-2006): Shareholder (1984-2006); President and Chairman (1995-2006)
- GEI Consultants, Inc., a geotechnical engineering consulting firm headquartered in the greater Boston, MA, area (1975-1976)

EDUCATION

J.D., Boston University School of Law, 1979
B.S.C.E., *magna cum laude*, Tufts University, Tau Beta Pi, 1976

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of the Texas Department of Transportation (“TxDOT”) in connection with the Facility Agreement (the “FA”) that will be entered into by and between TxDOT and NTE Mobility Partners Segments 3 LLC (“NTE Mobility Partners Segments 3”) regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, **William E. Franczek** has agreed to be included on the Disputes Board Member Candidates List prepared by TxDOT and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, **William E. Franczek**, makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovial Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.

William S. Frangola

Date: 2-27-13

ATTACHMENT A
Dispute Board Candidate Resume

(ENCLOSED)

William E. Franczek, Esq.

Current Employer-Title Vandeventer Black LLP – Managing Partner

Profession Attorney – Construction Law, Public Contracts

Work History Managing Partner/Partner/Associate, Vandeventer Black LLP, 1982-present; Construction Engineer, Stone & Webster Engineering Corporation, 1973-82.

Experience Nine years of experience (from 1973-82) in heavy construction. Worked on three major nuclear power plant construction sites. Duties included interpretation of construction plans and specifications, supervision of trades and subcontractors, and administration of a staff of 10 to 15 field and office engineers. Upon graduation from law school, began work with Vandeventer Black, specializing in construction law. Significant experience representing contractors owners and design professionals in disputes with the federal government, including representation of clients before boards of contract appeals, the U.S. Court of Federal Claims, and General Accountability Office. Experience includes contract drafting, claims preparation, negotiation and dispute resolution (litigation, mediation, and arbitration), bid protests, and general advice. Claims and disputes range from \$10,000 to \$75 million. Represents general contractors, subcontractors, suppliers, owners, bonding companies and some professional service organizations.

Alternative Dispute Resolution Experience Arbitrator for AAA since 1986; and mediator since 1997. Represented numerous clients in AAA arbitration proceedings. Conducted over 150 arbitrations and mediations. Represented contractors in structured negotiations with the Army Corps of Engineers, private mediations with subcontractors, and before the North Carolina Department of Transportation.

Alternative Dispute Resolution Training AAA – Navigating the Construction Arbitration Roundup, 2011; 8th Annual Miami International Arbitration Conference – Resolving International Construction Disputes, 2010; AAA Construction Mediation Conference: What You Can't Not Know, 2007; AAA Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005), 2006; Attended AAA Neutrals Conference, 2005; Dispute Settlement Center, Positions, Interests and Impasses – How to Be a Mover/Mediator Peer Consultation/Agreement Writing/Mediation Ethics, 2005; AAA Arbitrator Ethics & Disclosure(ACE003), 2004; Supreme Court of Virginia, Circuit Court Civil Mediation Certification, 2003-present; Northern Virginia Mediation Service, Designing conflict Management Systems/Ethical Dilemmas for Mediators, 2003; AAA Arbitrator Update 2002; AAA Commercial Arbitrator II Training, 2002; Virginia Supreme Court Circuit Court Civil Mediation Training, 2000; Supreme Court of Virginia, General District Court Mediation Certification, 1999-present; Supreme Court of Virginia, Conflict Management and Mediation Skills Training, 1998; AAA Construction Arbitrator Training, 1996.

Professional Licenses Admitted to the Bar: New York, 1983; Virginia, 1983. Licensed Professional Engineer: New York, 1977; Commonwealth of Virginia, 1983.

Professional Associations Norfolk Portsmouth Bar Association; New York Bar Association; Virginia Bar Association; American Bar Association (Forum on Construction Industry, Division 1 Steering Committee); Associated General Contractors of Virginia, Inc. (Legal Counsel and State Board of Directors); Tidewater District Associated Builders and Contractors; Hampton Roads Chapter of Design Build Institute of America (Board of Directors and Legal Counsel); Hampton Roads Builders and Contractors Exchange (Secretary and Board of Directors).

Education Syracuse University (BS, Civil Engineering-1973; JD, magna cum laude, *Order of the Coif*-1982); State University of New York (MS, Environmental Science-1077).

Publications and Speaking Engagements "Construction and Claims in the U.S., "FACULTY OF BUILDING JOURNAL, October 1996; "Trends in Alternative Dispute Resolution in the U.S.," chapter, ADJUDICATIONS AND ADR IN CONSTRUCTION CONTRACTS.

Speaking Engagements Frequent speaker before the Associated General Contractors of Virginia, the Professional Contractor Estimating Association, the Hampton Roads Design Build Institute of America, the Hampton Roads Builders and Contractors Exchange, and American Bar Association, Forum on the Construction Industry (Program Chair for Division 1).

Compensation \$380 Per Hour plus expenses. Hourly rate billed for study time and preliminary hearings. Travel time billed up to 9 hours/day (combined hearing & travel). Minimum 8 hrs/day billed for time outside of Norfolk, VA.

Citizenship United States of America

Locale Norfolk, VA

ATTACHMENT B

Explanation of Possible Conflicts

AECOM Technical Services was listed as part of the Conflicts Group for this project. One of my law partners in another office has represented third parties in contract negotiations in which AECOM is the other (adverse) contracting entity. These matters are related to projects here in Virginia, and unrelated to the NTE Project. I have no knowledge of these matters except to discover them in the performance of our conflict check.

This will in no way affect my ability to serve as a neutral in any matter which may involve AECOM Technical Services on the NTE Project.

DISPUTES BOARD CANDIDATE
DISCLOSURE STATEMENT

This Disclosure Statement is being furnished at the request of the Texas Department of Transportation ("TxDOT") in connection with the Facility Agreement (the "FA") that will be entered into by and between TxDOT and NTE Mobility Partners Segments 3 LLC ("NTE Mobility Partners Segments 3") regarding the development of the North Tarrant Express Segments 3A & 3B Facility.

Capitalized terms shall have the meaning given those terms in the FA.

RECITALS

1. The FA establishes a unique process for resolving certain Claims and Disputes, as well as a process for creating a Disputes Board to implement that process to review and resolve Claims and Disputes arising under the FA.

3. Pursuant to the FA, TxDOT and NTE Mobility Partners Segments 3 are each to identify a Disputes Board Member Candidates List for the purpose of establishing a pool of individuals qualified to serve on the Disputes Board.

4. By signature below, James P. Guston has agreed to be included on the Disputes Board Member Candidates List prepared by TxDOT and to execute this Disclosure statement in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, James P. Guston makes the following disclosure:

1. I have received a copy of the FA Documents, including the definitions and other exhibits thereto. I have also received copies of the Intellectual Property Escrow Agreement and Lease Escrow Agreement.

2. I meet the Disputes Board Member Qualifications set forth in Exhibit 19 to the FA, and according to the standards established in Exhibit 19, am also not disqualified from serving on the Disputes Board.

3. My resume is attached to this Disclosure Statement as Attachment A.

4. I understand that the Conflicts Group of concern hereunder consists of TxDOT, NTE Mobility Partners Segments 3 LLC, NTE Mobility Partners Segments 3 Holding LLC, Cintra NTE Mobility Partners Segments 3 LLC, Cintra Holding US Corp, NTE Mobility Partners Segments 2-4 LLC, NTE Mobility Partners LLC, Cintra Infraestructuras, S.A., Meridiam Infrastructure North America Corporation, Meridiam Infrastructure NTE 3A/3B (Aggregator), LLC, Meridiam Infrastructure NTE 3A/3B, LLC, Ferrovia Agroman, S.A., AECOM Enterprises, Citibank Global Markets, Inc., Professional Services Industries, Inc., Rone Engineering Services, Ltd., SAM-Construction Services Inc., Raba Kistner Infrastructure, Inc., Cobb, Fendley & Associates, Inc., North Tarrant Infrastructure, LLC, Webber, LLC, AECOM

Technical Services, Inc., Othon, Inc., CivilTech Engineering, Inc., Coleman & Associates, Inc., Altus Traffic Management, LLC, Criado & Associates, Inc., and Aerial Data Service, Inc. and their Affiliates.

5. Unless I have indicated otherwise on Attachment B, I have no Conflict of Interest with any entity in the Conflicts Group, I know of no other circumstances which would impair my impartiality or put me in circumstances of Misconduct under the FA, and I am qualified to serve on the Disputes Board.

Robert P. Ceolka

Date: February 19, 2013

ATTACHMENT A

Dispute Board Candidate Resume

February 19, 2013

James P. Groton

Jim Groton is a widely recognized expert in preventing, controlling, and achieving prompt resolution of construction project disagreements and disputes. Now retired from active law practice, he devotes his time to serving as an arbitrator, mediator, dispute review board member and standing neutral for construction disputes, and a designer or dispute prevention and resolution systems. He is also involved in many educational and public service activities in the construction industry and the field of dispute prevention and resolution. He is a member of the American Arbitration Association's Construction Industry, International, Large Complex Case and Construction Arbitration Master Panels, and a long-time member of the Dispute Resolution Board Foundation.

As a practicing lawyer with the firm of Sutherland, Asbill & Brennan LLP (from which he retired in 2001) he had over 45 years of construction industry experience, principally involved in the resolution of construction disputes on domestic and international projects ranging in value up to \$10 billion. Over time he progressed from trial lawyer to trouble shooter to problem solver and industry-wide advocate for greater use of prevention and early resolution techniques on construction projects. In 2002 Jim was elected to the National Academy of Construction in recognition of his pioneering work in construction dispute resolution. In 2004 Jim organized a major conference at the National Academy of Sciences on the subject of best practices in preventing and controlling construction disputes.

He has authored papers and lectured for many construction industry and dispute resolution organizations, engineering schools and law schools: he has participated in a number of CII and University of Texas research projects and has taught construction leadership classes at the McCombs Graduate School of Business at the University of Texas. Jim's other distinctions and honors include:

Co-recipient of two awards from the International Institute for Conflict Prevention and Resolution (CPR) for "excellence and innovation in alternative dispute resolution."

Recipient of the Whitney North Seymour, Sr. Arbitration Medal for his "outstanding contributions to the responsible use of arbitration."

Honorary Membership in the American Institute of Architects for his work as "a true problem solver for the entire construction industry."

Recipient of the Medal of Excellence from *Engineering News-Record* for "significant construction industry achievement."

Co-Founder and former Chair of the construction industry's Dispute Avoidance and Resolution Task Force (DART).

Former co-chair of the CPR Construction Disputes Study Committee.

Fellow of the Chartered Institute of Arbitrators.

Fellow of the College of Commercial Arbitrators.

Former director of the American Arbitration Association (AAA).

Past President of the American College of Construction Lawyers.

Jim served two tours of duty with the U.S. Marine Corps, retiring as a Captain. He graduated from Princeton University and the University of Virginia Law School, and is admitted to practice before the United States Supreme Court.

Specific Dispute Review Board experience:

I have been named to a number of in-project DRBs, including several DRBs on Texas DOT projects, but, aside from occasional organizational meetings and some preliminary study on the relevant projects, I have never been called on to rule on a dispute while construction was in progress. I have on several occasions rendered non-binding rulings or advisory opinions on disputed matters following the completion of construction projects (in effect, "post-project DRB" rulings). I recently served as Development Arbitrator (a fast-track and binding variant on the DRB process) on a hotel project in a mixed-use development with a construction cost of over \$2 billion.

I was a major contributor to the original (1996) edition of the Construction Dispute Review Board Manual, and to the CII Source Document 93 (1993), Alternative Dispute Resolution in Construction with Emphasis on Dispute Review Boards (Principal author: Professor Michael C. Vorster.) I have done much writing and speaking on the workings of DRBs, including: Dispute Review Boards: Backdoor Partnering, 75 Contractor Magazine 22 (1993), and A Comparison of Dispute Review Boards and Adjudication, 18 International Construction Law Review 275 (2001) (with co-authors Robert A. Rubin and Bettina Quintas).

ATTACHMENT B

Explanation of Possible Conflicts

I have no conflicts to disclose

James P. Gorton