EXHIBIT 25

FORM OF MASTER LOCKBOX AND CUSTODIAL ACCOUNT AGREEMENT AND JOINDER AGREEMENT

MASTER LOCKBOX AND CUSTODIAL ACCOUNT AGREEMENT

by and between

[CUSTODIAN], as Custodian

and

TEXAS DEPARTMENT OF TRANSPORTATION

Dated as of _____, 200_

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I. MASTER CUSTODIAL ACCOUNT AGREEMENT

This MASTER LOCKBOX AND CUSTODIAL ACCOUNT AGREEMENT, dated as of _____, is by and between _____ [CUSTODIAN], a national banking association, duly organized and existing under and by virtue of the laws of the United States (the "Custodian"), and the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT").

WHEREAS, TxDOT owns and operates a customer service center ("CSC") that receives information from various toll road operators in the State of Texas, including TxDOT, regarding the use of toll roads located in the State of Texas ("Toll Roads") by motorists ("Users") and the amount of toll charges to be paid by such Users for such use; and

WHEREAS, TxDOT provides clearinghouse services and back office functions relating to the operation of certain Toll Roads, including call center operations, account management and maintenance, Transponder issuance and replacement for Toll Roads, invoicing, toll collection, violation processing and enforcement, revenue handling and accounting and customer service and support; and

WHEREAS, TxDOT and other state toll road operators have issued Transponders to certain Users of Toll Roads pursuant to agreements with such users in which such Users have agreed to pay tolls based on their usage of Toll Roads; and

WHEREAS, TxDOT intends to collect tolls from Users of Toll Roads (to the extent such Toll Roads are operated by TxDOT or TxDOT performs toll collection services for the operators of such Toll Roads) that do not have Transponders by sending billing statements for such tolls directly to such Users (such Users hereinafter called "Video Trip Users");

WHEREAS, TxDOT is considering permitting Users to use Transponders issued by TxDOT to pay for other services than use of Toll Roads, accordingly, reference in this Agreement to receipt of revenues for use of Toll Roads shall include revenues received in connection with the provision of other services for which Transponders may be used by TxDOT;

WHEREAS, this Agreement is being executed by the parties hereto in order to provide for (i) the establishment of Master Lockbox Accounts described in Section 2.01 hereof and Master Custodial Accounts described in Section 2.02 hereof, (ii) the deposit into the specified Master Custodial Accounts of receipts from the Master Lockbox Accounts and funds that may be remitted to directly to the Custodian in respect of the use of Toll Roads as described herein, and (iii) the Custodian to administer the Master Lockbox Accounts on a daily basis and to hold, administer and distribute funds that are from time to time deposited into the Master Custodial Accounts, in each case as provided herein.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof and of any amendment hereof or supplement hereto and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

"Agreement" means this Master Lockbox and Custodial Account Agreement by and between the Custodian and TxDOT, dated as of _____, 200_ , as it may from time to time be amended or supplemented in accordance herewith.

"Basic Transaction Fees" means amounts that TxDOT is entitled to charge an operator of a Toll Road for each toll transaction recorded by TxDOT's electronic toll collection system for a Transaction pursuant to agreement between TxDOT and the Toll Road operator.

"Beneficiary" means a Person named in a Designation Agreement duly executed and delivered pursuant to Section 7.01 as being entitled to the rights of a "Beneficiary" hereunder, including the rights set forth in Article VII; provided that any such Person shall be the operator of a Toll Road at the time they are designated as a Beneficiary or other provider of long term services to TxDOT in connection with a Toll Road. Except for Toll Roads with respect to which there is a Designation Agreement naming another Person as a Beneficiary and toll revenues arising from such Toll Roads, for avoidance of doubt, TxDOT shall be a Beneficiary.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or a day on which banks or trust companies are authorized to be closed for business in Texas.

"Candidate Vehicle" means a vehicle identified as such in a Certificate of TxDOT.

"Certificate" means a Certificate of Beneficiary or Certificate of TxDOT, as the case may be.

"Certificate of Beneficiary" means an instrument in writing signed by an officer of any Beneficiary which has been duly authorized by its governing board for that purpose.

"Certificate of TxDOT" means an instrument in writing signed by the Chief Financial Officer, Deputy Director of Finance or Debt Management Section Director of TxDOT, or by any other officer of TxDOT duly authorized by the Texas Transportation Commission or other Law of the State of Texas for that purpose.

"Clearinghouse Transaction Fees" means amounts payable to TxDOT by any Beneficiary for the provision of clearinghouse services provided by TxDOT for such Beneficiary, as specified in the Designation Agreement for such Beneficiary.

"Custodian" means [CUSTODIAN], a national banking association, duly organized and existing under and by virtue of the Laws of the United States, or its successor or any other bank or trust company which may at any time be substituted in its place as provided in Section 5.01.

"Daily Disbursement Date" mean any Business Day that there are funds on deposit in the Master Custodial Account as of the opening of business of the Custodian on such day.

"Debt Default Notice" means a written notice delivered by a Secured Party to the Custodian, TxDOT and the Beneficiary specified therein (which shall be the Beneficiary that designated such Secured Party pursuant to Article VII), (a) stating that (i) a default has occurred and is continuing under Financing Documents relating to debt incurred by such Beneficiary and (ii) pursuant to the terms of such Financing Documents, such Secured Party (for itself or on behalf of the holders of such debt) is entitled to be paid any funds that would otherwise be payable by the Custodian to or for the account of such Beneficiary from any Master Custodial Account on any date hereunder, and (b) giving any related payment instructions to the Custodian in connection therewith.

"Debt Default Period" means the period commencing on the date a Debt Default Notice is received by the Custodian from a Secured Party and ending on the date the relevant default in respect of the Debt shall have been cured or otherwise waived and such Secured Party notifies the Custodian to the effect thereof.

"Designation Agreement" means any agreement however titled that is executed and delivered in accordance with the terms of Article VII pursuant to which TxDOT and the Custodian have agreed to recognize any Person as a Beneficiary hereunder.

"Eligible Collateral" means the securities described in Section 404.0221(b) of the Texas Government Code.

"Eligible Investments" means any one or more of the following securities:

(a) Direct obligations of, and obligations fully and unconditionally guaranteed by, (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America;

(b) Demand or time deposits, federal funds or bankers' acceptances issued by any depository institution or trust company, provided that (i) any demand or time deposit or certificate of deposit is fully insured by the Federal Deposit Insurance Corporation or (ii) any commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such depository institution or trust company at the time of such investment or contractual commitment providing for such investment have been rated "A" or higher by a Rating Agency;

(c) Commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one year after the date of issuance thereof) which has been rated "A" or higher by a Rating Agency at the time of such investment;

(d) Any money market funds, the investments of which consist of cash and obligations fully and unconditionally guaranteed by (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America and which have been rated "A" or higher by a Rating Agency; and

(e) Other investments then customarily accepted by the State in similar circumstances;

provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

"Executive Director" means the Executive Director of TxDOT appointed by the Texas Transportation Commission and successor thereto having substantially similar powers.

"Final Decision" means either that (a) to the extent a claim or dispute between TxDOT and a Beneficiary has been resolved through a disputes resolution process authorized and governed by Title 43, Texas Administrative Code, Section 9.6(2006), as amended, the final order implementing a decision or award by the disputes resolution board has been issued or deemed issued by the Executive Director and such final order is not subject to appeal, or (b) a final judgment has been entered on a claim or dispute between TxDOT and a Beneficiary by a court having proper jurisdiction over the claim or dispute and such final judgment is not subject to appeal.

"Financing Documents" means the agreements and documents evidencing, securing or otherwise relating to any debt of a Beneficiary or any financial insurance policy relating to any debt of a Beneficiary.

"Incidental Charges" means the following with respect to Video Trips and electronic tolling accounts managed by TxDOT, to the extent TxDOT is permitted by applicable Law to fix, charge, enforce and collect the same, but only in the amounts and at the rates set forth in a Certificate of TxDOT delivered to the Custodian and all Beneficiaries and Secured Parties setting forth TxDOT's then current schedule of permitted "Incidental Charges": (i) amounts for the purchase or rental of Transponders or other electronic toll devices, (ii) refundable security deposits for the distribution of Transponders or other electronic toll devices; (iii) administrative fees for account maintenance and account statements; (iv) fees, penalties and interest for toll violations, including costs of collection; and (v) other customary incidental fees and charges.

"Joint Instructions" means written instructions to the Custodian which are executed by both TxDOT and a Beneficiary, provided that such instructions are also approved by any Secured Party of such Beneficiary during any Debt Default Period for such Beneficiary solely to the extent such approval is required pursuant to the relevant Financing Documents of such Beneficiary.

"Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any governmental entity, which is applicable to or has an impact on any Toll Road, whether taking effect before or after the date of this Agreement, including any environmental laws.

"Master Custodial Account" has the meaning set forth in Section 2.02.

"Master Lockbox Account" has the meaning set forth in Section 2.01.

"Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or governmental entity.

"Rating Agency" means any of Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., Moody's Investors Service, Inc., Fitch Investors Service, Inc. or Duff & Phelps, Inc. or any other entity providing similar services and having comparable market recognition, or any of their respective successors.

"Secured Party" means any Person identified by a Beneficiary to the Custodian and to TxDOT as the holder of a security interest in the rights of such Beneficiary under this Agreement to secure debt of such Beneficiary to such Person or others represented by such Person or any financial insurance policy relating to any debt of a Beneficiary.

"Texas UCC" means the Uniform Commercial Code in effect from time to time in the State of Texas.

"Transaction" means either a Transponder Transaction or a Video Transaction.

"Transaction Time" means the time that data for such toll transaction was received by TxDOT or another Transponder Issuer, as the case may be, for payment.

"Transponder" means an electronic device placed in a User's vehicle in order to uniquely identify the vehicle and link it to the User's account with TxDOT or another Transponder Issuer and that meets statewide interoperability standards.

"Transponder Issuer" means any Person, other than TxDOT, that has issued a Transponder to a User and that participates with TxDOT in interoperability protocols, agreements and arrangements, including clearinghouse arrangements.

"Transponder Issuer Revenue Account" has the same meaning set forth in Section 2.02(c).

"Transponder Issuer Revenues" means amounts received by Custodian for deposit into the Transponder Issuer Revenue Account from a Transponder Issuer in consideration for the use of Toll Roads that are not operated by the Transponder Issuer by motorists that have been issued a valid Transponder by the Transponder Issuer.

"Transponder Transaction" means each electronic record and related set of contemporaneous video images that are properly transmitted to TxDOT or a Transponder Issuer respecting a vehicle, that (a) passes through a toll lane, (b) is equipped with a Transponder issued by TxDOT or a Transponder Issuer and associated with an account that is not closed at the time of the receipt of the data by TxDOT or the Transponder Issuer, and (c) has a sufficient account balance at the time of the receipt of the data by TxDOT or the Transponder Issuer to pay in full the applicable toll rate.

"TxDOT Tag Holder Account" means an electronic tolling account maintained by TxDOT on behalf of each TxDOT Tag Holder.

"TxDOT Tag Holder" means a motorist that holds a valid Transponder issued by TxDOT.

"TxDOT Tag Holder Revenues" means amounts received by Custodian for deposit into the TxDOT Tag Holder Revenue Account from TxDOT Tag Holders, including Incidental Charges.

"TxDOT Tag Holder Lockbox Account" has the meaning set forth in Section 2.02(d).

"TxDOT Tag Holder Revenue Account" has the same meaning set forth in Section 2.02(a).

"Video Transaction" means each electronic record of a toll and set of contemporaneous video images that are properly transmitted to TxDOT's CSC Host respecting (a) a Candidate Vehicle that passes through a toll lane or (b) a vehicle that passes through a toll lane and is equipped with a transponder that is (i) issued by

TxDOT or a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the time of the receipt of data relating to such trip by TxDOT's CSC Host to pay in full the applicable toll rate.

"Video Trip Revenue Account" has the same meaning set forth in Section 2.02(b).

"Video Trip Revenues" means amounts received by the Custodian for deposit into the Video Trip Revenue Account from Video Trip Users, including Incidental Charges.

"Video Trip Users" means Users of a Toll Road (i) that are not TxDOT Tag Holders or have not been issued a valid Transponder by a Transponder Issuer, or (ii) that are TxDOT Tag Holders or holders of a valid Transponder issued by a Transponder Issuer but do not have on deposit in the account held by or on behalf of TxDOT or the Transponder Issuer, as the case may be, sufficient funds to pay the full amount owed at the time to TxDOT or the applicable Transponder Issuer, as the case may be, relating to the trip for which the TxDOT Tag Holder or holder of another valid Transponder is being charged.

ARTICLE II

MASTER LOCKBOX ACCOUNTS AND MASTER CUSTODIAL ACCOUNTS

Section 2.01. Establishment and Maintenance of Master Lockbox Accounts.

The following lockbox accounts (each, a "Master Lockbox Account") shall be established by the Custodian and the Custodian shall collect receipts in such Master Lockbox Accounts on each Business Day and process such receipts as set forth herein:

(a) TxDOT Tag Holder Lockbox Account. There is hereby established a Master Lockbox Account designated the "TxDOT Tag Holder Lockbox Account." TxDOT shall instruct all TxDOT Tag Holders to make all deposits and payments with respect to their TxDOT Tag Holder Account by sending checks or money orders therefor or by credit card debit authorization to the TxDOT Tag Holder Lockbox Account with identification of their TxDOT Tag Holder Account number to ensure proper credit. The Custodian shall collect all of such receipts on a daily basis, process such receipts and deposit the cash proceeds thereof in the TxDOT Tag Holder Funds Account. The Custodian shall provide daily notice to TxDOT of all such receipts and the identifying TxDOT Tag Holder Account number and deposit amount.

(b) Video Trip Lockbox Account. There is hereby established a Master Lockbox Account designated the "Video Trip Lockbox Account". TxDOT shall instruct each Video Trip User billed by TxDOT to remit payments made by check or money order or by credit card debit authorization to the Video Trip Lockbox Account with identification of their invoice number from TxDOT for proper credit. The Custodian shall

collect all of such receipts on a daily basis, process such receipts and deposit the cash proceeds thereof in the Video Trip Revenue Account. The Custodian shall send to TxDOT for processing all receipts constituting credit card debit authorization by Video Trip Users for further processing. The Custodian shall provide daily notice to TxDOT of all such receipts and the identifying invoice numbers and payment amounts and deposit amount.

(c) Transponder Issuer Lockbox Account. There is hereby established a Master Lockbox Account designated the "Transponder Issuer Lockbox Account." TxDOT shall instruct each Transponder Issuer other than TxDOT to remit payments due from such Transponder Issuer to TxDOT either (i) to the Transponder Issuer Lockbox Account or (ii) directly to the custodian by electronic funds transfer for deposit into the Transponder Issuer Revenue Account, in each case with sufficient identification for proper credit. The Custodian shall collect all of such receipts on a daily basis, process such receipts and deposit the cash proceeds thereof in the Transponder Issuer Revenue Account. The Custodian shall provide daily notice to TxDOT of all such receipts and the identifying invoice numbers and payment amounts and deposit amount.

Section 2.02. Establishment and Maintenance of Master Custodial Accounts.

The following custodial accounts (each, a "Master Custodial Account") shall be established by the Custodian and all funds received by the Custodian in connection with Toll Roads (whether directly sent to the Custodian or collected from a Master Lockbox Account) shall be allocated and deposited into the respective Master Custodial Accounts as set forth herein:

(a) TxDOT Tag Holder Revenue Account. There is hereby established a Master Custodial Account designated the "TxDOT Tag Holder Revenue Account." The Custodian shall deposit all funds received by the Custodian and designated or otherwise identified as TxDOT Tag Holder Revenues into the TxDOT Tag Holder Revenue Account.

(b) Video Trip Revenue Account. There is hereby established a Master Custodial Account designated the "Video Trip Revenue Account". The Custodian shall deposit all funds received by the Custodian and designated or otherwise identified as Video Trip Revenues into the Video Trip Revenue Account.

(c) Transponder Issuer Revenue Account. There is hereby established a Master Custodial Account designated the "Transponder Issuer Revenue Account." The Custodian shall deposit all funds received by the Custodian and designated or otherwise identified as Transponder Issuer Revenues into the TxDOT Tag Holder Revenue Account.

(d) TxDOT Tag Holder Funds Account. There is hereby established a Master Custodial Account designated the "TxDOT Tag Holder Funds Account." The Custodian

shall deposit all funds received by the Custodian and designated or otherwise identified as funds of a TxDOT Tag Holder to be credited to their TxDOT Tag Holder Account.

Section 2.03. Withdrawal of Funds from the Accounts.

(a) Withdrawal of Funds in the TxDOT Tag Holder Revenue Account. On each Daily Disbursement Date, but only after making any withdrawal and transfer of funds described in 2.03(d) below, the Custodian shall withdraw funds on deposit in the TxDOT Tag Holder Revenue Account in the amount set forth in a Certificate of TxDOT and make the following payments in the following order of priority:

(i) for transfer to TxDOT (or such other person designated by TxDOT) the amount of (A) the Incidental Charges due with respect to Transponder Transactions by TxDOT Tag Holders where TxDOT is providing clearinghouse services and back office functions as described in the recitals above, (B) Clearinghouse Transaction Fees due with respect to such Transponder Transactions by TxDOT Tag Holders if TxDOT is only providing clearinghouse services with respect to a Toll Road, and (c) the Basic Transaction Fees due with respect to Transponder Transactions by TxDOT Tag Holders, all as set forth in a Certificate of TxDOT; and

(ii) for transfer to an account identified by each Beneficiary the amount owed by TxDOT to such Beneficiary with respect to such Transponder Transactions by TxDOT Tag Holders as set forth in a Certificate of TxDOT, provided that if on such date the Custodian does not have sufficient funds on deposit in the TxDOT Tag Holder Revenue Account to transfer the full amount set forth in the Certificate of TxDOT, Custodian shall immediately notify TxDOT of the amount available to be transferred and TxDOT shall revise the amount set forth in the Certificate to be transferred to each Beneficiary so that Beneficiaries will be paid amounts owed them in respect of Transponder Transactions by TxDOT Tag Holders for use of Toll Roads operated by such Beneficiaries in the order of priority of Transaction Time for the respective toll transactions.

(b) Use and Withdrawal of Funds in the Video Trip Revenue Account. On each Daily Disbursement Date, the Custodian shall disburse funds in the Video Trip Revenue Account in the following order of priority:

(i) for transfer to TxDOT (or such other person designated by TxDOT) the amount of (A) the Incidental Charges due with respect to the relevant Video Transactions on Toll Roads operated by any Beneficiary for which TxDOT is providing clearinghouse services and back office functions as described in the recitals above, (B) Clearinghouse Transaction Fees due with respect to the relevant Video Transactions if TxDOT is only providing clearinghouse services with respect to any such Toll Road, and (C) the Basic Transaction Fees due with respect to Transponder Transactions by TxDOT Tag Holders, all as set forth in a Certificate of TxDOT; and

(ii) for transfer to an account identified by each Beneficiary the amount owed by TxDOT to such Beneficiary with respect to such Video Trip as set forth in a Certificate of TxDOT; provided, however, that if on such date the Custodian does not have sufficient funds on deposit in the Video Trip Revenue Account to transfer the full amount set forth in the Certificate of TxDOT, the Custodian shall immediately notify TxDOT of the amount available to be transferred to such accounts and TxDOT shall revise the amount set forth in the Certificate of TxDOT to be transferred to each Beneficiary so that Beneficiaries will be paid amounts owed them in respect of Video Transactions for use of Toll Roads operated by such Beneficiaries in the order of priority of Transaction Time for the respective Video Trip toll transactions.

(c) Use and Withdrawal of Amounts in Transponder Issuer Revenue Account. On each Daily Disbursement Date, the Custodian shall disburse funds in the Transponder Issuer Revenue Account in the following order of priority:

(i) for transfer to TxDOT (or such other person designated by TxDOT) the amount of (A) the Incidental Charges due with respect to Transponder Transactions by holders of Transponders issued by such Transponder Issuer where TxDOT is providing clearinghouse services and back office functions as described in the recitals above, (B) Clearinghouse Transaction Fees due with respect to such Transponder Transactions if TxDOT is only providing clearinghouse services with respect to a Toll Road, and (C) the Basic Transaction Fees due with respect to Transponder Transactions by TxDOT Tag Holders, all as set forth in a Certificate of TxDOT; and

(ii) for transfer to an account identified by each Beneficiary the amount owed by TxDOT to such Beneficiary with respect to Transponder Transactions from amounts paid by Transponder Issuers as set forth in a Certificate of TxDOT, provided that if on such date the Custodian does not have sufficient funds on deposit in the Transponder Issuer Revenue Account to transfer the full amount set forth in the Certificate of TxDOT, Custodian shall immediately notify TxDOT of the amount available to be transferred and TxDOT shall revise the amount set forth in the Certificate to be transferred to each Beneficiary so that Beneficiaries will be paid amounts owed them in respect of Transponder Transactions by holders of Transponders issued by a Transponder Issuer other than TxDOT for use of Toll Roads operated by such Beneficiaries in the order of priority of Transaction Time for the respective toll transactions.

(d) Withdrawal of Funds in the TxDOT Tag Holder Funds Account. On each Daily Disbursement Date, the Custodian shall withdraw funds on deposit in the TxDOT Tag Holder Funds Account in the amount set forth in a Certificate of TxDOT with respect to Transponder Transactions by TxDOT Tag Holders and deposit such funds in the TxDOT Tag Holder Revenue Account, provided that if on such date the Custodian does not have sufficient funds on deposit in the TxDOT Tag Holder Revenue Account to transfer the full amount set forth in the Certificate of TxDOT, Custodian shall transfer the amount which is available and immediately notify TxDOT of the amount of the shortfall.

(e) Use and Withdrawal of Remaining Funds in Master Custodial Accounts. Upon the Custodian's receipt of a Certificate of TxDOT stating that TxDOT has ceased to provide clearinghouse services in general, then in such event (i) the Custodian shall deliver a copy of any such Certificate of TxDOT to all Beneficiaries, and (ii) on the date which is thirty (30) days after the date on which the Custodian has delivered any such copy of such Certificate to the Beneficiaries (the "Scheduled Final Distribution Date"), and provided that prior to such Scheduled Final Distribution Date the Custodian has not received a Certificate of Beneficiary from any Beneficiary stating that amounts are payable to such Beneficiary by TxDOT under this Agreement, the Custodian shall withdraw all remaining funds on deposit in the Master Custodial Accounts on the Scheduled Final Distribution Date and shall pay such funds to TxDOT, whereupon any interests of the Beneficiaries or the Secured Parties in such funds shall terminate. If the Custodian receives a Certificate of Beneficiary as described in clause (ii) of the preceding sentence prior to the Scheduled Final Distribution Date stating that all amounts payable to such Beneficiary by TxDOT with respect to any Transactions or pursuant to the terms of the agreement between TxDOT and such Beneficiary have not been paid in full to such Beneficiary, then in such event funds in the amount specified in such Certificate of Beneficiary shall remain on deposit in the Master Custodial Accounts, subject to all of the terms of this Agreement, until such time as the Custodian receives a Final Decision Certificate or Joint Instructions, in either case regarding final settlement of the amounts payable to such Beneficiary, whereupon the Custodian shall withdraw all remaining funds on deposit in the Master Custodial Accounts and (A) first pay the amounts payable to TxDOT and such Beneficiary, respectively, in accordance with the terms of such Final Decision Certificate or Joint Instructions, and (B) second remit the balance of such funds to TxDOT, whereupon any interests of TxDOT, the Beneficiaries and the Secured Parties in such funds shall terminate. If there are insufficient funds on deposit in the Master Custodial Accounts to pay all amounts due to TxDOT and the Beneficiaries, amounts shall be distributed pro rata based on the percentage of the total unpaid amounts payable to TxDOT and each of the Beneficiaries under the relevant Designation Agreements at the time such withdrawal.

Section 2.04. Benefit of Master Custodial Accounts.

The Custodian covenants and agrees that all funds, when and as received by the Custodian and designated or otherwise directed for deposit into the Master Custodial Accounts will be received and held by the Custodian for the benefit of TxDOT and to the extent provided herein, the Beneficiaries and Secured Parties hereunder, and will be deposited by the Custodian in the designated Master Custodial Accounts. All funds delivered to the Custodian for deposit into the Master Custodial Accounts shall be (i) held by the Custodian for the benefit of TxDOT and, to the extent provided herein, the Beneficiaries and Secured Parties in accordance with the terms of this Agreement, (ii) disbursed, allocated and applied by the Custodian solely to the uses and purposes hereinafter in this Article II set forth, and (iii) accounted for separately and apart from all other money, funds, accounts or other resources of the Custodian. The Custodian does not have any interest in the Master Custodial Accounts but is serving as custodian of the same for TxDOT and, to the extent provided herein, the Beneficiaries and Secured

Parties. For the benefit of each Beneficiary and Secured Party, TxDOT acknowledges and agrees that (i) the custodial arrangements evidenced by this Master Custody Agreement are for the purposes of facilitating the collection and disbursement of toll revenues, including Incidental Charges, that accrue from the operation of various Toll Roads by TxDOT and various Beneficiaries, (ii) toll revenues that accrue from the operation of any such Toll Roads by any Beneficiary belong to and are the property of such Beneficiary and are not the property or assets of TxDOT or the State of Texas, and (iii) with respect to toll revenues that arose as a result of any use of a Toll Road operated by any Beneficiary, TxDOT is an intermediary and agent for such Beneficiary with regard to amounts held on deposit in the Master Custodial Accounts and such toll revenues are not in the possession of, or under the control of, TxDOT, the State of Texas or any other governmental entity.

Section 2.05. Security Interests and Payments.

(a) Security Interest of Secured Party. The Custodian acknowledges that pursuant to the terms of Financing Documents, a Beneficiary may grant to a Secured Party a security interest in any right, title and interest of such Beneficiary under this Agreement.

(b) No Other Security Interests. Except with respect to its rights hereunder as a Beneficiary, TxDOT confirms that it has not and will not grant any security interest to any Person in its rights under this Master Custodial Trust Agreement. The Custodian hereby confirms that (i) it has no knowledge that any of TxDOT or the Beneficiaries has created or suffered to exist any pledge or assignment of, lien on, or security interest in their rights under this Agreement (other than security interests contemplated by paragraph (a) above), and (ii) if the Custodian at any time receives any notice from any Person regarding any claim to the funds held by the Custodian under this Agreement, the Custodian will promptly notify TxDOT and the Beneficiaries and any Secured Party of such claim.

(c) Payments to Beneficiaries. Prior to the Custodian's receipt of a Debt Default Notice from any Secured Party, the Custodian shall be entitled to make any payments contemplated to be made to the Beneficiaries hereunder in accordance with the instructions received by the Custodian from the Beneficiaries. At any time after the Custodian's receipt of a Debt Default Notice and during a Debt Default Period, unless the respective Designation Agreement otherwise provides, the Custodian agrees that it shall only make payments that would otherwise to be made to the Beneficiary that has pledged its rights to a Secured Party as instructed by any Secured Party to the Custodian in writing.

ARTICLE III

COVENANTS

Section 3.01. Accounting Records and Statements.

The Custodian will keep proper accounting records in which complete and correct entries shall be made of all transactions made by it relating to the receipt, deposit and disbursement of funds into the Master Lockbox Account and the processing thereof and deposits into the Master Custodial Accounts, and any other funds received by Custodian hereunder and such accounting records shall be available for inspection by TxDOT on any Business Day upon reasonable notice at reasonable hours and under reasonable conditions prescribed by the Custodian. On each day, the Custodian will furnish to TxDOT and each Beneficiary a statement covering (i) all receipts collected from the Master Lockbox Agreements on the preceding Business Day, (ii) all direct receipts of the Custodian for deposit into the Master Custodial Accounts and all transfers from and into the Master Custodial Accounts and disbursements from the Master Custodial Accounts for the preceding Business Day. Such statements will identify all individual payments received by the Custodian for deposit to the Master Custodial Accounts, including the amount and source of payment. The Custodian will keep a copy of all records and statements required under this Agreement for a period of ten (10) years.

Section 3.02. Custodian as Securities Intermediary.

The Custodian hereby represents and warrants and covenants the following in respect of the Master Custodial Accounts:

(i) The Custodian is acting as securities intermediary (as defined in Section 8.102 of the Texas UCC) in connection with the Master Custodial Accounts.

(ii) Each Master Custodial Account has been, or will be when required, established in the manner contemplated by this Agreement and will be a "securities account" as defined in Section 8.501 of the Texas UCC.

(iii) Each item of property (whether investment property, financial asset, security, instrument, cash or other property) credited to any Master Custodial Account shall be treated as a "financial asset" within the meaning of Sections 8.102(a)(9) and 8.103 of the Texas UCC, and all such financial assets (except cash) credited to any Master Custodial Account will be registered in the name of the Custodian, indorsed to the Custodian or in blank or credited to another securities account maintained in the name of the Custodian and in no case will any financial asset credited to any Master Custodial Account be registered in the name of TxDOT or any other Person, payable to the order of TxDOT or any other Person, or specially indorsed to TxDOT or any other Person.

(iv) Jurisdiction of Custodian as Securities Intermediary. For purposes of Section 8.110(e) of the Texas UCC, the jurisdiction of the Custodian, in its capacity as securities intermediary in respect of the Master Custodial Accounts, is the State of Texas.

(v) The sole entitlement holder for each Master Custodial Account shall be TxDOT, provided that in exercising any rights as entitlement holder, TxDOT shall be limited by the provisions herein included for the benefit of the Beneficiaries, including the rights of Beneficiaries to deliver a Certificate of Beneficiary as herein described.

(vi) The Custodian shall promptly make the deposits, withdrawals, and payments contemplated to be made into or from the Master Custodial Accounts. For purposes of this Agreement, the Custodian shall treat each Certificate of TxDOT contemplated hereby as an entitlement order (within the meaning of Section 8.102 of the Texas UCC) relative to the Master Custodial Accounts, but only to the extent the instructions included in such entitlement order are consistent with the terms of this Agreement in so far as the withdrawal and use of funds on deposit in the Master Custodial Accounts. The Custodian shall be entitled to rely on such entitlement orders in order to effect the payments to be made to TxDOT and the Beneficiaries hereunder (or as a Secured Party may instruct with respect to any payment that would otherwise be made to a Beneficiary while a Debt Default Period with respect to such Beneficiary is in effect), provided that the instructions included in such entitlement orders are consistent with the terms of this Agreement in so far as the withdrawal and use of funds in the Master Custodial Accounts.

ARTICLE IV

LIMITATIONS OF WAIVER AND LIABILITY

Section 4.01. Non-Waiver.

A waiver of any default or breach of duty or contract by the Custodian or TxDOT or a Beneficiary shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Custodian or TxDOT or a Beneficiary to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Custodian or TxDOT or a Beneficiary by Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Custodian or TxDOT or a Beneficiary. If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Custodian or TxDOT or a Beneficiary, then the Custodian, any Secured Party, TxDOT and the

Beneficiary shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 4.02. No Liability by the Custodian.

The Custodian will have no obligation or liability to any Person with respect to the performance by TxDOT or a Beneficiary of any agreements and covenants required to be performed by TxDOT or a Beneficiary contained in any other agreement to which they are parties or herein.

ARTICLE V

THE CUSTODIAN

Section 5.01. Custodian; Duties, Removal and Resignation.

(a) By executing and delivering this Agreement, the Custodian accepts the duties and obligations of the Custodian provided in this Agreement, but only upon the terms and conditions set forth in this Agreement.

(b) TxDOT (or during any Debt Default Period, any Secured Party) may, by 30 days prior written request and subject to giving notice thereof to TxDOT and receiving the consent of TxDOT (such consent not to be unreasonably withheld), remove the Custodian initially a party hereto, and any successor thereto, and the Custodian may at any time resign by giving not less than 30 days prior written notice to TxDOT, the Beneficiaries and any Secured Party.

(c) In the event the Custodian is removed or resigns, TxDOT shall appoint a successor Custodian. Such successor shall be a bank or trust company in good standing doing business and having an office in Austin, Texas, having a combined capital (exclusive of borrowed capital) and surplus of at least Seventy-five Million Dollars ($75,000,000) and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to Law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published. In the event for any reason following removal or resignation of the Custodian, TxDOT does not appoint a successor Custodian within 30 days, the removed or resigning Custodian may petition an appropriate court having jurisdiction to appoint a successor Custodian. Any resignation or removal of the Custodian shall not become effective until one hundred eighty (180) days after written acceptance of appointment by the successor Custodian under this Agreement and the execution and delivery of a new Master Custodial Account Agreement between the successor Custodian and TxDOT.

(d) Any Custodian which shall resign or be removed pursuant to this Section shall be entitled to compensation due and payable in accordance with Section 5.02 and to reimbursement for all reasonable and proper expenses and advances incurred and

not previously reimbursed for its activities in connection with this Agreement and for any indemnification due pursuant to this Agreement and not previously paid. Any Custodian which resigns or is removed, upon payment of its unpaid compensation and expenses hereunder, shall fully discharge all the right, title and interest of the retiring Custodian and the accounts and funds hereunder shall vest in said successor Custodian, and such retiring Custodian shall promptly pay over, assign and deliver to the successor Custodian any money or other property constituting part of the Master Custodial Account and any other funds and accounts then held by such Custodian, and deliver any and all records, or copies thereof, in respect of the funds and accounts held hereunder which it may have.

(e) TxDOT will execute a new Master Custodial Account Agreement with the successor Custodian on substantially the same terms and conditions of this Agreement, except for pricing and other provisions which have no material affect on the rights of the Beneficiaries. The successor Custodian will acknowledge in writing the rights of the Beneficiaries under the new Master Custodial Account Agreement.

Section 5.02. Compensation of the Custodian.

(a) In accordance with the terms of a separate agreement between TxDOT and Custodian, TxDOT shall pay from time to time, upon receipt of a statement, to the Custodian reasonable compensation for the Custodian's services and shall reimburse the Custodian for all its reasonable advances and expenditures, including but not limited to advances to and fees and expenses of independent accountants and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties under this Agreement, all as set forth in such separate agreement. Such compensation and reimbursement shall be paid promptly by TxDOT in accordance with the terms of the separate agreement between TxDOT and the Custodian.

(b) TxDOT shall indemnify, defend, protect and hold harmless the Custodian for all costs, claims, expenses and liabilities incurred by or asserted against the Custodian in the performance of its duties under this Agreement or any related document, including any such reasonable costs, claims, expenses and liabilities incurred in the course of defending itself against any claims or actions or enforcing any remedies under this Agreement or any related document. Any such indemnity shall not extend to any costs, claims, expenses or liabilities adjudicated to have been caused by the negligence or willful misconduct of the Custodian or the breach of the terms of this Agreement by Custodian. The indemnification of the Custodian under this Agreement shall extend to its directors, officers, employees and agents. The obligations of TxDOT under this Section shall survive the discharge of this Agreement and the removal or resignation of the Custodian.

Section 5.03. Protection to the Custodian.

(a) TxDOT shall indemnify, defend, protect and hold harmless the Custodian and the Custodian shall incur no liability for acting upon any notice, resolution, consent, order, certificate, report or other paper or document contemplated hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian, in its discretion, may consult with counsel, who may be counsel to TxDOT, and the opinion or advice of such counsel, shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Agreement in good faith in accordance therewith.

(b) The Custodian, either as principal or agent, may also engage in or be interested in any financial or other transaction with TxDOT or TxDOT or any Secured Party, and may act as depository, Custodian, or agent for any committee or body of TxDOT or TxDOT or any Secured Party or with respect to other obligations of TxDOT or TxDOT as freely as if it were not the Custodian under this Agreement.

(c) The Custodian shall not be deemed to make any representations with respect to the security afforded by this Agreement.

(d) The Custodian may execute any of the trusts or powers hereof and perform the duties required of it under this Agreement by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty under this Agreement.

(e) The Custodian, undertakes to perform only such duties as are specifically set forth in this Agreement.

(f) Every provision of this Agreement relating to the conduct or liability of the Custodian shall be subject to the provisions of this Agreement, including without limitation, this Article.

(g) Whenever in the administration of the duties of the Custodian under this Agreement the Custodian shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action, the Custodian may request a signed Certificate of TxDOT or Certificate of TxDOT as to such matter, and such Certificate shall be full protection to the Custodian for any action taken or not taken in good faith reliance thereon.

Section 5.04. Merger or Consolidation.

Any bank or trust company into which the Custodian may be merged or converted or with which it may be consolidated, or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party, or any bank or trust company to which the Custodian may sell or transfer all or substantially all of its corporate trust business, provided in each case that such bank or trust company shall be eligible as a successor Custodian under Section 5.01 hereof, shall become the

successor to the Custodian without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 5.05. Waiver of Custodian Lien; Waiver of Custodian Set-off.

The Custodian waives any security interest, lien or right to make deductions or setoffs that it may now have or hereafter acquire in or with respect to the Master Custodial Accounts, any financial asset credited thereto or any security entitlement in respect thereof (except as expressly set forth in the parenthetical phrase in the immediately succeeding sentence). Neither the financial assets credited to the Master Custodial Accounts nor the security entitlements in respect thereof will be subject to deduction, set-off, banker's lien, or any other right in favor of any person (except that the Custodian may set-off funds in any Master Custodial Account to pay (i) amounts due to the Custodian (pursuant to the terms of a separate agreement between the Custodian and TxDOT) in respect of its fees, expenses and other charges for the maintenance and operation, or related to operation, of any of the Master Custodial Accounts and (ii) the face amount of any checks or ACH transactions that have been credited to any of the Master Custodial Accounts but are subsequently returned unpaid or reversed because of uncollected or insufficient funds).

ARTICLE VI

AMENDMENT OF OR SUPPLEMENT TO MASTER CUSTODIAL ACCOUNT AGREEMENT

Section 6.01. Amendment or Supplement by Consent.

No amendment of this Agreement shall be valid or effective unless in writing signed by TxDOT and the Custodian with notice thereof given to the Beneficiaries and any Secured Party and the prior written consent of the Beneficiaries and any Secured Party if such amendment would adversely affect the rights of the Beneficiaries under this Agreement or any other agreement to which TxDOT and the Beneficiaries are parties. Notwithstanding the foregoing, this Agreement and the rights and obligations provided thereby may also be modified or amended at any time without the consent of the Beneficiaries and any Secured Party, but only (1) for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or (2) in regard to questions arising under this Agreement which the Custodian or TxDOT may deem necessary or desirable and not inconsistent with this Agreement and which shall not materially adversely affect the interests of the Beneficiaries and any Secured Party.

ARTICLE VII

BENEFICIARIES AND SECURED PARTIES

Section 7.01. Designation of Beneficiaries.

TxDOT may designate any Person as a "Beneficiary" hereunder by arranging for the execution and delivery of a Designation Agreement by and among such Person and TxDOT and the Custodian in form and substance satisfactory to each of the parties thereto. The Custodian will provide notice to each Beneficiary and Secured Party previously designated of any such designation of a new Beneficiary hereunder. The parties acknowledge that except for Toll Roads with respect to which there is a Designation Agreement naming another Person as a Beneficiary and toll revenues arising fro such Toll Roads, , for avoidance of doubt, TxDOT shall be a Beneficiary.

Section 7.02. Designation of Secured Parties.

Any Beneficiary may designate a Person as a Secured Party of such Beneficiary by written notice to TxDOT and the Custodian; provided that so long as such Person remains a Secured Party for purposes of this Agreement, such Beneficiary may not designate any other Person as a Secured Party for purposes of this Agreement (but with the consent of any previously designated Secured Party, any such Beneficiary may substitute another Person as Second Party for such Beneficiary upon notice to TxDOT and the Custodian). Upon receipt of any such notice, the Custodian will provide a copy thereof to each Beneficiary and Secured Party previously designated in accordance with the terms hereof.

Section 7.03. Rights of Beneficiaries and Secured Parties.

Each of TxDOT and the Custodian expressly acknowledge and agree for the benefit of any Person that is a Beneficiary or Secured Party as follows:

(a) TxDOT or the Custodian, as appropriate, shall concurrently furnish to each Beneficiary a copy of any notice to be given to TxDOT or the Custodian or any Secured Party if and to the extent such notice relates to deposits to or transfers of amounts from any Master Custodial Account to or for the benefit of the Beneficiary.

(b) The Custodian, to the extent of its actual knowledge, shall notify the Beneficiaries of any failure of TxDOT to provide relevant notices, certificates, or filings.

(c) TxDOT shall give prior written notice to the Beneficiaries of any removal, resignation or termination of the Custodian, and no removal, resignation or termination shall become effective until a successor Custodian is appointed in accordance with the terms hereof.

(d) Without the Beneficiaries prior written approval in their sole discretion, TxDOT shall not (i) terminate or permit a termination of this Agreement, (ii) agree to any

amendment of any provisions of this Agreement which adversely affects the rights of the Beneficiaries under this Agreement or any other agreement to which TxDOT and the Beneficiaries are parties, (iii) in any material respect waive, or fail to enforce, any provision of this Agreement, or (iv) oppose or interfere with the Beneficiaries' exercise of their third party beneficiary rights under this Agreement in accordance with this Agreement and any Designation Agreement.

(e) Each Beneficiary shall have the right, upon prior written notice given to TxDOT and the Custodian, to review any records, statements, or Certificates of TxDOT prepared by or in the possession of the Custodian relating to the amounts on deposit in the Master Custodial Accounts representing TxDOT Tag Holder deposits, TxDOT Tag Holder Revenues, Video Trip Revenues, Transponder Issuer Revenues or TxDOT Tag Holder Deposits, and the amounts transferred to the Beneficiaries are provided in Section 2.03 hereof.

(f) TxDOT will not grant rights under this Agreement to any Beneficiary which would interfere with or create a priority over the rights of any other Beneficiary or any Secured Party under this Agreement or any other agreement to which TxDOT, the Beneficiaries and the Secured Parties are parties.

(g) Each Beneficiary shall have the right to enforce the obligation of the Custodian to transfer amounts to such Beneficiary as provided in Section 2.03 hereof if the Custodian has failed to transfer such amounts on the date required for such transfer and TxDOT has failed to take actions to enforce such obligation upon the giving of written notice to TxDOT and the Custodian of the Beneficiary's intent to so enforce the Custodian's obligations, provided Custodian has on deposit at the time of its failure to so transfer funds to the Beneficiary sufficient funds to do so.

(h) Each Beneficiary shall be entitled to receive any investment earnings on amounts held in the Master Custodial Accounts that are earned on and after the day the such amounts are required to be transferred to such Beneficiary as provided in Section 2.03 hereof.

Section 7.04. Beneficiaries and Secured Parties as Third-Party Beneficiaries.

To the extent this Agreement confers upon or gives or grants to any Beneficiary or Secured Party any right, remedy or claim under or by reason of this Agreement, each such Beneficiary and Secured Party is hereby explicitly recognized as being an intended, direct third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Benefits of Master Custodial Account Agreement.

Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than TxDOT, the Custodian and any Person designated as a Beneficiary or Secured Party in accordance with the terms set forth in Article VII hereof, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement contained by and on behalf of TxDOT and the Custodian hereunder shall be for the sole and exclusive benefit of TxDOT, the Custodian and any such designated Beneficiaries and Secured Parties.

Section 8.02. Successor Deemed Included in all References to Predec essor.

Whenever any Person or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in such Person or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of such Person or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 8.03. Content of Certificates.

(a) Every Certificate with respect to compliance with any agreement, condition, covenant or term contained herein shall include (i) a statement that the individual signing and delivering such Certificate have the authority to do so and have read such agreement, condition, covenant or term and the definitions herein relating thereto; (ii) a statement that, in the opinion of the signers they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (iii) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

(b) Any Certificate may be based, insofar as it relates to legal matters, upon an opinion of counsel unless the Person or individual making or giving such certificate knows that the opinion of counsel with respect to the matters upon which such certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any opinion of counsel may be based, insofar as it relates to factual matters or information in the possession of TxDOT or the Custodian, upon a representation by an officer or officers of TxDOT or the Custodian unless the counsel executing such opinion of counsel knows that the representation with respect to the matters or upon which his opinion may be based, as

aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 8.04. Notices.

All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and mailed via registered mail (return receipt requested), telecopied (and promptly confirmed by mail or delivery) or delivered (via courier service) as follows:

If to TxDOT:

Texas Department of Transportation
125 E 11th Street
Austin, Texas 78701-2483
Attention: Finance Division
Telephone: _____
Telecopy: _____

If to the Custodian:

[CUSTODIAN]
_____
_____
*Attention:*_____
Telephone: _____
Telecopy: _____

If to any Beneficiary or Secured Party, at the address set forth in the Designation Agreement related thereto, or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

Section 8.05. Investments.

(a) Amounts on deposit in each Master Custodial Account pursuant to this Agreement shall be invested in Eligible Investments which will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. Such Eligible Investments shall be made in accordance with written directions that TxDOT gives from time to time. The Custodian may act as principal or agent in the acquisition or disposition of any such investment. The Custodian shall not be liable or responsible for any loss suffered in connection with any such investment made by it under the terms of and in accordance with this Section 8.06. The Custodian may sell or present for prepayment any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment of the funds so invested, and the Custodian shall not be liable or responsible for any losses resulting from any such investment sold or presented for prepayment. Interest or profit

received on such investments shall be retained in the Master Custodial Account which generated the interest or profit.

(b) The Custodian may exclusively rely that any investment directed by TxDOT is an Eligible Investment as required by this Agreement. The Custodian may act as depository, manager, advisor or sponsor with regard to any Eligible Investment.

(c) If TxDOT receives brokerage confirmations of security transactions as they occur, TxDOT will forward such confirmations to the Custodian. The Custodian will furnish TxDOT monthly cash transaction statements as provided herein which include detail for all investment transactions made by the Custodian hereunder.

(d) In computing the amount in any Master Custodial Account, Eligible Investments shall be valued at market value, exclusive of accrued interest. The Custodian shall perform such valuation no more frequently than monthly.

(e) If at any time after investment therein an Eligible Investment ceases to meet the criteria set forth in the definition of Eligible Investments and such obligation, aggregated with other non-conforming investments, exceeds ten percent (10%) of invested funds, such Eligible Investment shall be sold or liquidated.

(f) Investment earnings on amounts held in the Master Custodial Accounts shall be credited to the account generating the investment earnings.

(g) To the extent relevant to any Master Custodial Account, TxDOT shall be entitled to direct the Custodian with respect to the voting of any financial assets credited to such Master Custodial Accounts.

Section 8.06. Article and Section Headings, Gender and References.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 8.07. Partial Invalidity.

If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of TxDOT, TxDOT or the Custodian shall be contrary to Law, then such agreement or agreements, such condition or conditions such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof.

Section 8.08. Texas Law.

This Agreement shall be construed and governed in accordance with the Laws of the State of Texas.

Section 8.09. Effective Date.

This Agreement shall become effective upon its execution and delivery.

Section 8.10. Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the day and year first written above.

[CUSTODIAN], as Custodian
By: _____

Name: _____

Title: _____

TEXAS DEPARTMENT OF TRANSPORTATION, as TxDOT

By: _____

Name: _____

Title: _____

JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Joinder Agreement") is made and entered into effective as of the date and year first above written by (i) the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), (ii) SH 130 Concession Company, LLC, a Delaware limited liability company (the "Developer"), and [CUSTODIAN] (the "Custodian").

WHEREAS, TxDOT and the Developer have entered into the Facility Concession Agreement dated as of March 22, 2007 (the "FCA") pursuant to which the Developer has agreed to construct and operate the SH 130 Segments 5 and 6 Toll Project described therein (the "Facility");

WHEREAS, TxDOT and the Custodian have entered into the Master Lockbox and Custodial Account Agreement dated as of _____ (the "Master Lockbox and Custodial Account Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TxDOT agrees as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Joinder Agreement shall have the same meaning assigned to such terms in the Master Lockbox and Custodial Account Agreement. The following terms have the meaning set forth below:

"Facility Trust Agreement" means the Facility Trust Agreement dated as of March 22, 2007, by and between the Developer and the Facility Trustee, as it may be amended or modified from time to time and any replacement thereof that constitutes a Facility Trust Agreement under the FCA.

"Facility Trustee" means Wells Fargo Bank, N.A., as trustee under the Facility Trust Agreement or any successor thereto in such capacity.

2. Designation of Developer as "Beneficiary". TxDOT hereby designates the Developer as a "Beneficiary" under the Master Lockbox and Custodial Account Agreement with respect to the Facility and toll revenues arising from the Facility which are at any time held by the Custodian under the Master Lockbox and Custodial Account Agreement and which under the terms of the FCA TxDOT is obligated to direct to be paid to the Facility Trustee, and the Custodian hereby acknowledges said designation, with the full rights, powers and benefits granted to a "Beneficiary" thereunder. If (i) Developer terminates TxDOT's clearinghouse and toll collection and enforcement services or (ii) TxDOT ceases to provide clearinghouse and toll collection and enforcement services for the Developer, all as provided in the FCA, Developer will deliver notice to the Custodian specifying the date Developer terminated TxDOT's services or the date TxDOT ceased to provide such services for the Developer under the FCA. Developer's rights as a "Beneficiary" under the Master Lockbox and Custodial

Account Agreement shall continue so long as the Facility Trust Agreement remains in effect.

3. Agreements of TxDOT. TxDOT hereby covenants and agrees as follows:

(a) TxDOT will comply with the terms of the Master Lockbox and Custodial Account Agreement and perform the obligations of TxDOT specified in the Master Lockbox and Custodial Account Agreement, including without limitation the obligation of TxDOT to direct the Custodian pay any amount that is payable for the account of Developer, whether before or after the Termination Date has occurred under the FCA, directly to the Facility Trustee. TxDOT agrees that all funds that it instructs the Custodian to pay to the Facility Trustee shall be designated by the Custodian in its transmittal to the Facility Trustee as "Toll Revenues from Tag Trips or Video Trips".

(b) TxDOT will enforce the Master Lockbox and Custodial Account Agreement in accordance with its terms and provisions and will not amend, modify or waive any of the terms and provisions thereof which would materially adversely affect the rights of the Developer as a "Beneficiary" thereunder.

(c) TxDOT will not terminate or allow to expire in accordance with its terms the Master Lockbox and Custodial Account Agreement unless (i) TxDOT has executed a new Master Lockbox and Custodial Account Agreement with a replacement custodian on substantially the same terms and conditions as the Master Lockbox and Custodial Account Agreement, or (ii) the Termination Date has occurred under the FCA and Developer has been paid all amounts owed to Developer under the FCA and all outstanding, unsatisfied claims for sums owing from TxDOT to Developer have been finally resolved and satisfied.

(d) TxDOT shall deliver to the Developer and the Collateral Agent a copy of all notices, certificates, and instructions delivered by or on behalf of TxDOT to the Custodian as and when delivered to the Custodian.

4. Agreements of Developer. Developer hereby covenants and agrees as follows:

(a) Developer shall have no greater right or interest in and to the funds and accounts created pursuant to the Master Custodial Account Agreement than is provided in the FCA.

5. Agreements of Custodian. The Custodian hereby covenants and agrees as follows:

(a) The Custodian acknowledges that the Developer is a "Beneficiary" as that term is used in the Master Lockbox and Custodial Account Agreement entitled to the rights of a Beneficiary as provided thereunder, including Article VII thereof, and this Joinder Agreement constitutes a Designation Agreement under the Master Lockbox and Custodial Account Agreement.

(b) The Custodian hereby acknowledges that the Developer may from time to time enter into certain Financing Documents pursuant to which Developer has pledged its rights as a "Beneficiary" to secure its various obligations under or related to such Financing Documents. The Custodian acknowledges that the Secured Party acts as agent for various Persons in connection with the exercise of such Person's rights under the Financing Documents.

(c) The Custodian will transfer amounts required to be transferred to the Beneficiary under Section 2.03 of the Master Lockbox and Custodial Account Agreement to the Facility Trustee as follows or as otherwise from time to time instructed by the Facility Trustee and shall designate such amounts at the time of each transfer as "Toll Revenues from Tag Trips or Video Trips":

[account description and wire instructions]

6. Agreements as to Toll Revenues. Each of TxDOT, the Custodian and the Developer hereby acknowledge and agree as follows:

(a) The Master Lockbox and Custodial Account Agreement and arrangements thereunder are intended to ensure that toll revenues from operation of the Facility do not come into the possession of, or under the control of, TxDOT, the State of Texas, or any other governmental entity of the State of Texas, or become the assets or property of TxDOT, the State of Texas or any such other governmental entity that is subject to constraints imposed by principles of legislative or administrative appropriation, or to treatment as public funds unless and until the portion of such toll revenues that TxDOT is entitled to receive pursuant to the terms of the FCA is actually distributed to TxDOT from funds deposited into the Master Custodial Accounts.

(b) All revenue that accrues from the use of the Facility prior to the Termination Date under the FCA that would constitute Toll Revenue if received by Developer, either directly or indirectly, shall become the property of the Developer when it accrues, but the foregoing shall not reduce TxDOT's right to receive Incidental Charges and Basic Transaction Fees in accordance with the terms of the FCA.

(c) The Custodian will have dominion and control of all toll revenues from operation of the Facility for purposes of crediting and transferring such toll revenues from use of the Facility to the Facility Trustee for deposit as contemplated by the Facility Trust Agreement.

(c) If for any reason TxDOT receives any payment for any use of the Facility prior to the occurrence of the Termination Date under the FCA, all toll revenues that are part of such payment shall be deemed received by TxDOT merely as a bailee or agent for the Developer and shall not constitute funds of TxDOT or the State of Texas, and TxDOT agrees to promptly remit such payments to the Custodian for handling in accordance with the terms of the Master Lockbox and Custodial Account Agreement.

7. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. DRP Governed Agreement. TxDOT hereby agrees that this Joinder Agreement is a DRP Governed Agreement under the FCA.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement by their officers thereunto duly authorized as of the day and year first written above.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

SH 130 CONCESSION COMPANY, LLC

By: _____
Name: Jose Maria Lopez de Fuentes
Title: Director

By: _____
Name: Timothy A. Watt
Title: Director

[CUSTODIAN]

By: _____
Name: _____
Title: _____