

## EXHIBIT 22

### TERMS FOR TERMINATION COMPENSATION

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

1. In the event of termination of the Agreement and Lease under Section 19.1 (other than under Section 19.1.4) (Termination for Convenience) or Section 19.4 (Termination for TxDOT Default or Suspension of Work) the Termination Compensation, determined as set forth in Section A.2 below, shall be payable by TxDOT as and when set forth in Section E.1 below. In the event of termination of the Agreement and Lease under Section 19.1.4, the Termination Compensation shall be determined as set forth in Section A.4 below, and shall be payable by TxDOT as and when set forth in Section E.5 below.

2. The Termination Compensation shall be an amount equal to the following:

(a) The greater of (i) the Fair Market Value, if any, of the Developer's Interest as of the date notice of election to terminate is delivered (the "valuation date") determined according to the procedures set forth in Section A.3 below, or (ii) the Senior Debt Termination Amount; plus

(b) The amount necessary to reimburse reasonable and documented out-of-pocket costs of Contractors to demobilize and terminate performance of Work, excluding Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties; plus

(c) If termination occurs prior to Substantial Completion of the initial Facility construction, Developer's own reasonable and documented out-of-pocket costs to demobilize; minus

(d) All cash and credit balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances in Lender accounts and reserve accounts, but excluding the Handback Requirements Reserve (if any) (collectively the "cash and credit balances"); minus

(e) Only where Fair Market Value is applicable, the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services, from any such accounts between the valuation date and the Early Termination Date; minus

(f) Only where Fair Market Value is applicable, all amounts received by the Lenders in relation to the Facility Debt (including all interest, capital and breakage costs) between the valuation date and the Early Termination Date; plus

(g) Only where Fair Market Value is applicable, (i) in the case of Termination for Convenience, a return on the Fair Market Value between the valuation date and the Early Termination Date equal to Developer's weighted average cost of capital as of the valuation date (determined according to the procedures set forth in Section A.3) or (ii) in the case of termination for TxDOT Default, a return on the Fair Market Value between the valuation date and the date the Fair Market Value is paid in full equal to Developer's weighted average cost of capital (determined according to the procedures set forth in Section A.3) as of the valuation date.

3. Fair Market Value of the Developer's Interest as of the valuation date shall be determined according to the following procedures.

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

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

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

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

(e) Once appointed, the independent appraiser shall conduct an appraisal of the Fair Market Value of the Developer's Interest as of the valuation date, as well as determine Developer's weighted average cost of capital as of the valuation date, and deliver to both Parties a draft appraisal report and draft valuation. The appraiser shall appraise Fair Market Value on the basis of the assumptions contained in the definition of Fair Market Value and by taking into account (i) the terms of the FCA Documents, including the terms of Exhibit 4 to this Agreement, (ii) the condition of the Elements of the Facility, (iii) prior financial performance of the Facility, (iv) Developer's record regarding the Targets in the Performance and Measurement Table and of compliance with the FCA Documents, (v) projected revenues and costs of the Facility (excluding costs that reduce the Fair Market Value pursuant to clause (c) of the definition of Fair Market Value, which shall be determined separately by the appraiser)

for the remainder of the Term had this Agreement not be terminated, as determined by the appraiser, and (vi) such other factors as the appraiser considers relevant.

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

(g) No later than 15 days after the opportunity to comment has expired, the independent appraiser shall consider and evaluate all comments, prepare a final appraisal report stating the Fair Market Value and Developer's weighted average cost of capital as of the valuation date, and deliver the final appraisal report to both Parties.

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

4. For termination under Section 19.1.4, the Termination Compensation shall be an amount equal to the following:

(a) The Senior Debt Termination Amount; plus

(b) All equity and quasi-equity contributed or loaned to Developer by or on behalf of its members or other equity owners until the Early Termination Date, unless TxDOT can demonstrate that the same were not contributed or loaned for Facility related purposes or Developer's ordinary course of business costs and expenses, provided that with respect to any such amounts that are contributed or loaned following TxDOT's delivery of the Notice of Termination under Section 19.1.4, such amounts must either be included in the amounts specified in clause (h) below or have been expended by Developer in the ordinary course of business or the performance of its obligations under Section 19.6; plus

(c) The amount equal to an 18% rate of return, compounded annually, on the Committed Equity Amount, from the Effective Date until the Early Termination Date; plus

(d) The amount necessary to pay unpaid, undisputed Contractors' invoices for Work performed until the Early Termination Date, provided that the payment of any such amounts for Work performed following TxDOT's delivery of the Notice of Termination under Section 19.1.4 shall be for Work performed in accordance with Developer's obligations under Section 19.6; plus

(e) The amount of cancellation and demobilization costs for Contracts not assumed by TxDOT on the Early Termination Date; plus

(f) Developer's own documented out-of-pocket costs to demobilize;  
plus

(g) Any portion of the Development Fees Amount that remains unpaid and is not included in any of the amounts specified in clause (h) below as of the Early Termination Date; minus

(h) All cash and credit balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances in Lender accounts and reserve accounts, but excluding the Handback Requirements Reserve (if any) (collectively the "cash and credit balances"); minus

(i) The amount of all Distributions (but excluding any payment of the Development Fees Amount) from any such accounts between the Effective Date and the Early Termination Date.

**B. Compensation on Termination for Force Majeure Event or for Extended Relief Event**

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

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

(a) The Senior Debt Termination Amount; minus

(b) All cash and credit balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances and reserve accounts, but excluding the Handback Requirements Reserve (if any).

**C. Compensation on Termination for Developer Default**

1. Developer shall not be entitled to receive any compensation for or with respect to a Default Termination Event where any Developer Default that is the basis thereof occurs prior to the Service Commencement Date. For this purpose, a Developer Default is deemed to occur prior to the Service Commencement Date if and

only if (a) it is a Developer Default under Section 17.1.1.13 or 17.1.1.14 of the Agreement that first occurs prior to the Service Commencement Date or (b) TxDOT delivers the Warning Notice respecting such Developer Default prior to the Service Commencement Date.

2. Upon a Default Termination Event where the only Developer Default that is the basis thereof occurs on or after the Service Commencement Date, and except (i) for a Default Termination Event due to Developer Default under Section 17.1.1.13 or 17.1.1.14 of the Agreement or (ii) where the Collateral Agent has requested and entered into New Agreements pursuant to Section 20.4.8 of the Agreement due to its inability to obtain possession of the Facility within the 180-day period set forth in Section 20.4.6 of the Agreement (in which case no Termination Compensation is owing), Developer shall be entitled to receive Termination Compensation in an amount equal to:

(a) The lowest of:

(i) 80% of the Senior Debt Termination Amount minus all cash and credit balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances and reserve accounts, but excluding the Handback Requirements Reserve (if any).;

(ii) 80% of the Initial Senior Debt Termination Amount minus all cash and credit balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances and reserve accounts, but excluding the Handback Requirements Reserve (if any).; or

(iii) The Fair Market Value, if any, of the Developer's Interest as of the valuation date; minus all cash and credit balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances and reserve accounts, but excluding the Handback Requirements Reserve (if any), minus the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services, from any such accounts between the valuation date and the Early Termination Date, minus all amounts received by the Lenders in relation to the Facility Debt (including all interest, capital and breakage costs) between the valuation date and the Early Termination Date, and plus a return on the Fair Market Value between the valuation date and the Early Termination Date equal to Developer's weighted average cost of capital as of the valuation date (determined according to the procedures set forth in Section A.3); and

(b) In all cases, minus the amount of any damages due to TxDOT resulting from the Developer Default.

3. Fair Market Value of the Developer's Interest as of the valuation date shall be determined as set forth in Section A.3 above.

4. Termination Compensation shall be payable by TxDOT as and when set forth in Section E.4 below

D. Compensation Upon Permanent Injunction or Lack of Custodial Arrangement  
Date or NEPA Finality Date

1. Upon termination pursuant to Section 19.5 of the Agreement, Developer shall be entitled to receive Termination Compensation in an amount equal to its reasonable and documented costs and expenses incurred to perform Work authorized under Notices to Proceed and related budgets approved by TxDOT pursuant to Section 7.7.2 of the Agreement (but without duplication of Compensation Amounts for Compensation Events), plus interest thereon as set forth in Section D.3 below, minus the amount of any damages due to TxDOT resulting from any Developer Defaults; provided, however that such costs and expenses shall exclude:

(a) Third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case to the extent that such costs would not be reimbursed to an employee of TxDOT in the regular course of business;

(b) Unallowable costs under the following provisions of the federal Contract Cost Principles, 48 C.F.R. 31.205: 31.205-8 (contributions or donations), 31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits) 31.205-14 (entertainment costs), 31.205-15 (fines, penalties, and mischarging costs), 31.205-27 (organization costs), 31.205-34 (recruitment costs), 31.205-35 (relocation costs), 31.205-43 (trade, business, technical and professional activity costs), 31.205-44 (training and education costs), and 31.205-47 (costs related to legal and other proceedings);

(c) Costs of Nonconforming Work not corrected, and costs to redo, repair or replace Nonconforming Work that is corrected;

(d) Costs and expenses incurred in asserting, pursuing or enforcing any Claim or Dispute;

(e) Delay and disruption costs and expenses except to the extent owing from TxDOT by reason of a Compensation Event;

(f) Amounts paid or due Affiliates in excess of the pricing Developer could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

(g) Costs and expenses recovered or reasonably recoverable from another source, including insurance coverage (or deemed self-insurance coverage pursuant to Section 16.1.4.3 of the Agreement) and indemnity and contribution rights against third parties;

(h) Costs and expenses that are not reasonably related to performing such authorized Work;

(i) Costs of office supplies and materials;

- (j) Costs of small tools and equipment used in performance of Work;
- (k) Overhead and administrative costs and expenses of the offices of Developer, the Design-Build Contractor and their Affiliates except for their Facility and Facility field offices;
- (l) Costs of depreciation and amortization;
- (m) Costs of funds, interest and late charges; and
- (n) Costs of issuance of Facility Debt, Breakage Costs and other costs of financing in the event Developer elects (i) only with TxDOT's prior written approval, to close financing for the Initial Facility Debt or close any Refinancing in each case prior to the Custodial Arrangement Date, or (ii) at Developer's option, to close financing for the Initial Facility Debt or close any Refinancing in each case after the Custodial Arrangement Date but prior to the NEPA Finality Date.

2. Until the NEPA Finality Date and Custodial Arrangement Date, Developer shall deliver to TxDOT not more often than monthly invoices setting forth in reasonable detail a description of Work performed since the prior invoice (or since inception of work regarding the first invoice), the progress of authorized Work and the costs and expenses incurred, together with reasonable evidence of such costs and expenses. TxDOT shall retain and use such invoices for the purpose of helping to establish the Compensation Amount that may be due under this Part D.

3. The Termination Compensation shall include interest on eligible costs and expenses from the date of invoice thereof until paid at a floating rate equal to the Bond Market Association Municipal Swap Index, as produced by Municipal Market Data, a Thomson Financial Services Company, and published weekly by the Bond Market Association. If such index is discontinued, the Parties shall substitute a comparable index that most closely corresponds to the Bond Market Association Municipal Swap Index.

4. Termination Compensation shall be payable by TxDOT as and when set forth in Section E.3 below

#### E. Timing of Payment

##### 1. For Termination for Convenience

(a) For Termination for Convenience (other than a Termination for Convenience pursuant to Section 19.1.4 of the Agreement) to be valid and effective, TxDOT must first pay, in immediately available funds, the full amount of the Termination Compensation set forth in Section A.2 above and determined based on the independent appraiser's determination pursuant to Section A.3 above, within one year after the appraiser issues his or her final appraisal report pursuant to Section A.3 above; provided that TxDOT may withhold an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination

obligations under Section 19.6 of the Agreement by depositing such amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section E.1(b). Upon such payment within such time period, termination shall automatically take effect, notwithstanding, and without prejudice to, any Claim or Dispute regarding whether the Termination Compensation as determined using such appraisal is correct.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.6 of the Agreement.

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

(d) If Developer timely challenges the independent appraiser's determination of Fair Market Value pursuant to Section A.3(h) above, then until the disputed portion of the Termination Compensation is finally determined and paid, the provisions of Section 19.11 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Trust Agreement.

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

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

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

(a) If the Agreement and Lease are terminated due to Developer's or TxDOT's valid exercise of its right to terminate under Section 19.2 of the Agreement and the other Party does not timely elect to keep the Agreement and Lease in effect pursuant to Section 19.2, then TxDOT shall pay the Termination Compensation within 60 days after (i) the other Party's period of time to elect expires, (ii) TxDOT receives from the Collateral Agent a written statement of the Senior Debt Termination Amount and (iii) TxDOT receives from Developer written documentation and other evidence of all cash and credit balances, together with Developer's written certification that the

amount shown is true, correct and complete; provided that TxDOT may withhold an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.6 of the Agreement by depositing such amount with the trustee under the Facility Trust for disbursement pursuant to Section E.2(b). If for any reason TxDOT does not receive such statement from the Collateral Agent or such written documentation, evidence and certification of all cash and credit balances within 30 days after the other Party's period of time to elect expires, then TxDOT shall have the right to pay Termination Compensation based on its own good faith calculation of the Termination Compensation.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.6 of the Agreement.

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

(d) If as of the date termination is valid and effective any portion of the Termination Compensation is not yet paid, then such portion shall bear interest from such date until paid at the rate established for the senior Facility Debt.

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

(f) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.11 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

3. For Termination Due to TxDOT Default or TxDOT Suspension of Work; For Termination Due to Permanent Injunction or Lack of Custodial Arrangement Date or NEPA Finality Date

(a) If the Agreement and Lease are terminated due to Developer's valid exercise of its right to terminate under Section 19.4 of the Agreement, or due to either Party's valid exercise of its right to terminate under Section 19.5 of the Agreement, termination shall be valid and effective on the date notice of termination is delivered, and TxDOT shall deliver to Developer, in immediately available funds, within 60 Days after the Early Termination Date, the Termination Compensation that TxDOT determines in good faith is due, less a holdback amount equal to TxDOT's reasonable

estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.6 of the Agreement by depositing such amounts with the trustee under the Facility Trust Agreement for disbursement pursuant to Section E.3(b).

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the holdback amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.6 of the Agreement.

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

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

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

(d) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, and in the case of termination under Section 19.4 or 19.5 of the Agreement TxDOT also shall pay interest thereon at a floating rate equal to the LIBOR rate in effect from time to time commencing 30 Days after the Early Termination Date until paid. Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(e) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.11 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

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

#### 4. For Developer Default

(a) If the Agreement and Lease are terminated due to TxDOT's valid exercise of its right to terminate due to Developer Default, termination shall be valid and effective on the date notice of termination is delivered, and TxDOT shall deliver to Developer, within the later of (i) 30 Days after Developer completes its post-termination obligations under Section 19.6 of the Agreement or (ii) 60 Days after the Early

Termination Date, immediately available funds equal to the Termination Compensation that TxDOT determines in good faith is due.

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

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

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

(c) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at a floating rate equal to the LIBOR rate in effect from time to time commencing on the later of the two dates set forth in clause (a) above until paid. Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(d) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.11 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Trust Agreement.

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

5. For Termination During the Construction Period Pursuant to Section 19.1.4

(a) TxDOT shall pay the Termination Compensation within 60 days after (i) TxDOT receives from the Collateral Agent a written statement of the Senior Debt Termination Amount and (ii) TxDOT receives from Developer written documentation and other evidence of the amounts described in A.4(b) through (i) above, together with Developer's written certification that the amounts shown are true, correct and complete; provided that TxDOT may withhold an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.6 of the Agreement by depositing such amount with the trustee under the Facility Trust for disbursement pursuant to Section 5(b). If for any reason TxDOT does not receive such statement from the Collateral Agent or such written documentation, evidence and certification of all cash and credit balances within 30 days after Developer receives the written notice of termination under Section 19.1.4, then TxDOT shall pay Termination Compensation

within 60 days thereafter based on its own good faith calculation of the Termination Compensation. Upon such payment within such time period, termination shall automatically take effect, notwithstanding, and without prejudice to, any Claim or Dispute regarding whether the Termination Compensation so paid is correct. In the event that TxDOT in good faith disputes any of the amounts described in A.4(b) through (i) above, TxDOT shall pay the undisputed portion of the Termination Compensation on or before the foregoing deadline pending the final determination of the Termination Compensation in accordance with the Dispute Resolution Procedures.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.6 of the Agreement.

(c) If TxDOT exercises the right to terminate, then termination shall be valid and effective on the date TxDOT pays, in immediately available funds, the full amount determined pursuant to clause (a) above, without prejudice to Developer's right to receive the Termination Compensation that may be later determined in accordance with the Dispute Resolution Procedures.

(d) If as of the date termination is valid and effective any portion of the Termination Compensation is not yet paid, then such portion shall bear interest from such date until paid at the rate established for the senior Facility Debt.

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

(f) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.11 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

#### F. Compensation Upon Termination by Court Ruling

1. In the event of Termination by Court Ruling, the Termination Compensation determined shall be an amount equal to the lesser of the following:

(a) The Fair Market Value, if any, (determined based on the assumption that the circumstances giving rise to such Termination by Court Ruling did not exist) of the Developer's Interest as of the valuation date; and

(b) The Senior Debt Termination Amount; plus the Equity Subscribed; plus a return equal to LIBOR on the Equity Subscribed, between the date of subscription of such Equity and the Early Termination Date; minus the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services, prior to the early Termination Date; minus all cash and credit

balances in accounts held by or on behalf of Developer on the Early Termination Date, including cash and credit balances and reserve accounts, but excluding the Handback Requirements Reserve (if any). Any change in the Senior Debt Termination Amount as a consequence of any Refinancing that occurs on or after the date the Developer knows, or reasonably should know, about the possibility of the filing of any legal action described under Section F.3 and F.4 will not be included.

2. The Compensation Amount determined pursuant in Section F.1, above, shall be payable by TxDOT 60 days after (i) TxDOT receives from the Collateral Agent a written statement of the Senior Debt Termination Amount and (ii) TxDOT receives from Developer written documentation and other evidence of all cash and credit balances, together with Developer's written certification that the amount shown is true, correct and complete; provided that TxDOT may withhold thereon in the amount and in the manner set forth in Section E.2 above.

3. If it is established that TxDOT requested or caused the filing, or by collusion with any other Person, caused or abetted the filing of the action that resulted in the issuance of the final court order that led to Termination by Court Ruling, then Developer shall be compensated in the same manner as if TxDOT had effected a Termination for Convenience and Sections A and E.1 of this Exhibit 22 shall apply instead of Section F.1.

4. If it is established that Developer requested or caused the filing, or by collusion with any other Person, caused or abetted the filing of the action that resulted in the issuance of the final court order that led to Termination by Court Ruling, then the compensation shall be addressed in the same manner as if a Termination for Developer Default had occurred and Sections C and E.4 of this Exhibit 22 shall apply instead of Section F.1.