

EXHIBIT 20

NONCOMPLIANCE POINTS SYSTEM, PERSISTENT DEVELOPER DEFAULT AND MEASURES OF LIQUIDATED DAMAGES

1. Noncompliance Points System

The table attached as Attachment 1 to this Exhibit 20 identifies the Developer failures and breaches that may result in the assessment of Noncompliance Points, the number of Noncompliance Points that may be assessed for each such failure or breach, and the cure period available to Developer for each such failure or breach, other than for the Developer's failure to submit a deliverable by its due date.

2. Trigger Points for Liquidated Damages Due to Uncured Persistent Developer Default

An Uncured Persistent Developer Default under clause (a) of the definition thereof (accumulated Uncured Noncompliance Points) shall exist entitling TxDOT to immediate and automatic commencement of liquidated damages under Section 17.4.3 of the Agreement, without further notice, on any date (whether before or after the Service Commencement Date) that the cumulative number of Uncured Noncompliance Points equals or exceeds 35.

3. Trigger Points for Remedial Plan Due to Persistent Developer Default

3.1 A Persistent Developer Default under clause (a) of the definition thereof shall exist entitling TxDOT to require submittal of Developer's Remedial Plan under Section 17.3.6 of the Agreement, on any date (whether before or after the Service Commencement Date) that:

(a) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 365-day period (including any period prior to the Service Commencement Date) equals or exceeds 75; or

(b) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 1095-day period (including any period prior to the Service Commencement Date) equals or exceeds 150.

3.2 A Persistent Developer Default under clause (b) of the definition thereof shall exist entitling TxDOT to require submittal of Developer's Remedial Plan under Section 17.3.6 of the Agreement, on any date (whether before or after the Operating Period commences) that the cumulative number of breaches or failure to perform, cured or uncured, within clause (b) of the definition of Persistent Developer Default during any consecutive 365-day period equals or exceeds 52

4. Liquidated Damage Amounts

4.1 For Late Service Commencement

Liquidated Damages for late Service Commencement shall equal \$25,000 per day for each day during the remainder of the Term that the Service Commencement Date is

later than the Service Commencement Deadline, as the Service Commencement Deadline may be extended pursuant to this Agreement.

4.2 For Single Noncompliance Point

Liquidated Damages under Section 17.4.3 of the Agreement on account of the assessment of any single Noncompliance Point shall equal \$7,000 per point, subject to Sections 18.3.1.1 and 18.3.1.2 of the Agreement.

4.3 For Accumulated Uncured Noncompliance Points

Liquidated damages under Section 17.4.3 of the Agreement on account of the accumulation of assessed Uncured Noncompliance Points constituting an Uncured Persistent Developer Default under clause (a) of the definition thereof as provided in Section 2 above shall equal \$12,500 per day and shall continue as provided in Section 17.4.3.2 of the Agreement.

4.4 Reserved

4.5 Adjustments

Each of the foregoing amounts of liquidated damages shall be subject to adjustment as follows:

4.5.1 Except as provided in Section 4.5.2 below, each of the foregoing amounts of liquidated damages shall be increased annually on January 1 of each year after the Effective Date by a percentage equal to the greater of (a) the percentage increase in the CPI between the CPI for October of the second immediately preceding year and the CPI for October of the immediately preceding year and (b) the percentage increase in the NGSPPC between the NGSPPC for October of the second immediately preceding year and the NGSPPC for October of the immediately preceding year; provided that in no event shall the amount be less than the amount in effect during the immediately preceding year.

4.5.2 For purposes hereof:

(a) "CPI" means the "Consumer Price Index for All Urban Consumers" (CPI-U) for the Dallas-Ft. Worth Metropolitan Area ("All Items"), as published by the United States Department of Labor, Bureau of Labor Statistics, for which the base year is 1982-84 = 100, or if such publication ceases to be in existence, a comparable index selected by TxDOT and approved by Developer, acting reasonably. If such index is revised so that the base year differs from that set forth above, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics otherwise alters its method of calculating such index, the parties shall mutually determine appropriate adjustments in the affected index; and

(b) "NGSPPC" has the meaning set forth in Exhibit 4 to this Agreement.

ATTACHMENT 1 TO EXHIBIT 20

NON-COMPLIANCE POINTS TABLE

Assessment Category for Non-Compliance Cure Periods and Assessment of Points

Cure Periods (Section 18.2.2.2)		Assessment of Noncompliance Points (Sections 18.3.1.4 and 18.3.1.5)
A	Cure period shall be deemed to start upon the date Developer first obtained knowledge of, or first reasonably should have known of, the breach or failure. For this purpose Developer shall be deemed to first obtain knowledge of the breach or failure not later than the date of delivery of the initial notice to Developer.	Provided that the breach or failure is not cured, Noncompliance Points shall first be assessed at the end of the first cure period, and shall be assessed again at the end of each subsequent cure period.
B	Cure period shall be deemed to start from the date on which the breach or failure occurred, whether or not an initial notice has been delivered to Developer.	Noncompliance Points shall first be assessed at the date on which the breach or failure occurred (the start of the first cure period). Provided that the breach or failure is not then cured, Noncompliance Points shall be assessed again at the end of the first and each subsequent cure period.

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
1	General					
1.1		TxDOT and Independent Engineer access	Comply with any of the provisions of Section 9.3.3.3 (a) (b) or (c) in respect of access for TxDOT's Authorized Representative(s) and or Independent Engineer to the Facility, Developer's Facility offices and operations buildings, and Developer's data.	A	1 Day	3
1.2		Governmental Approval	Deliver to TxDOT any executed copy of a Governmental Approval prior to beginning construction activities as required by Sections 6.2.1 and 7.6.1.	B	7 Days	2
2	Tolling					

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
2.1		Publicity of toll rates	Publicize the current toll rate schedule and any Pending Toll Change in accordance with Section 3.3.2.	B	7 Days	4
2.2		Developers' books	Comply with any of the requirements of Section 8.8.4 in respect of Patron Confidential Information.	A	7 Days	1
2.3		Functional Availability	Meet any of the required Functional Availability requirements for all Tolling Zones as set forth in Section 21.6 of the Technical Requirements.	A	30 Days	5
2.4		Tolling Performance Standards	Meet any of the Tolling Performance Standards as set forth in Table 21.3 of the Technical Requirements	A	30 days	3
3	Public Information					
3.1		Public Information and Communications Plan	Implement and maintain a comprehensive Public Information and Communications Plan (PICP) throughout the Term as described in Section 3.2 of the Technical Requirements	A	7 Days	3
3.2		Public Information Office	Maintain a Public Information Office as described in Section 3.4 of the Technical Requirements	A	7 Days	1
3.3		Complaint responses	Prepare individual written responses, within 5 days, to all inquiries and complaints received from the public as described in Section 3.4.1 of the Technical Requirements	B	2 Days	1
3.4		Facility information	Provide Facility information in a manner (including an up-to-date website) that is consistent with on-going and/or future public involvement programs for TxDOT toll roads as described in Section 3.4.1 of the Technical Requirements	A	7 Days	2
3.5		Telephone hotline	Maintain a 24-hour telephone hotline as described in Section 3.4.1 of the Technical Requirements (provided that interruptions in service beyond the control of Developer shall not be considered a Noncompliance)	A	2 Days	1
3.7		Emergency communications	Inform TxDOT and appropriate Customer Groups within one hour of an Emergency as described in Section 22.2 of the Technical Requirements	A	1 Hour	4

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
3.8		Lane closures	Provide TxDOT and Customer Groups with the minimum notice periods for major lane closures or daily lane closures as set forth in Section 3.4.6 of the Technical Requirements.	B	1 Day	5
3.9		Data collection	Collect and maintain an up-to-date database of Customer Groups compatible with TxDOT database systems as set forth in Section 3.4 of the Technical Requirements.	A	7 Days	1
4	Environmental Compliance					
4.1		Notification	Promptly notify TxDOT of Hazardous Materials or a Recognized Environmental Condition as set forth in Section 7.9.1 (a)	A	1 Day	4
4.2		Mitigation	Take reasonable steps to mitigate effects of Hazardous Materials or Recognized Environmental Condition as set forth in Section 7.9.1(b)	A	2 Days	12
4.3		CEPP	Implement, maintain and comply with a complete Comprehensive Environmental Protection Program (CEPP) as described in Section 4.6 of the Technical Requirements	A	7 Days	5
4.5		Environmental Team	Designate and provide all members of the Environmental Team (ET) as set forth in Section 4.7 of the Technical Requirements	A	28 Days	2
4.6		Training	Cause all employees to participate in ETP as set forth in Section 4.6 of the Technical Requirements.	A	1 Day	1
5	Utility Adjustments					
5.1		Submittals	Timely submit to TxDOT any required Utility Submittal, including any amendments, revisions or updates as set forth in Sections 6.2 and 6.3 of the Technical Requirements.	B	7 Days	2
6	Design and Construction					

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
6.1		Facility Schedule	Provide and update the Facility Schedule and Facility Status Schedule Updates when required to do so in accordance with Section 2.3.3 of the Technical Requirements.	B	7 Days	2
6.2		Document Submittals	Provide to TxDOT and Independent Engineer Final Design Documents, Plans and Construction Documents when required to do so in accordance with Section 7.2 and the FMP.	B	7 Days	2
6.3		Ultimate Configuration	When submitting Final Design Documents, comply with the Ultimate Configuration requirements as set forth in Section 1.4 of the Technical Requirements.	B	14 Days	2
6.4		Punch List	As required by Section 7.8.2.4, Prepare Punch List in due time and diligently perform work identified therein within the time set forth in the FMP.	B	28 Days	5
6.5		Record Drawings	As required by Section 2.4.4 of the Technical Requirements, provide Record Drawings within 90 days of Service Commencement	B	28 Days	2
6.6		Detours and Lane Closures	Comply with requirements for detours and lane closures on Related Transportation Facilities as set forth in Section 18.2.1 of the Technical Requirements	A	2 Day	9
6.7		Traffic control	Comply with any of the requirements for traffic control and traffic management of Related Transportation Facilities as set forth in Section 18.2.2 of the Technical Requirements.	A	1 Day	1
6.8		Final Acceptance	Achieve Final Acceptance by the Final Acceptance Deadline as described in Section 7.8.4.	B	28 Days	7
7	Operations and Maintenance					

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
7.1		Developer's Audit Inspection Records accuracy	Comply with the requirements for Developer's Audit Inspections and keep records that meet the acceptable minimum standard as revealed by the IE Audit Inspections as set forth in Section 19.7 of the Technical Requirements	A	28 Days	2
7.2		Category 1 Defect	Clear roadway of obstructions and debris causing a Category 1 Defect as described in the Performance and Measurement Table	A	2 hours	6
7.3		Category 1 Defect Mitigate Hazard	Take necessary action to mitigate hazard to Users consequent on any Category 1 Defect as described in the Performance and Measurement Table	A	1 Day	7
7.4		Category 1 Defect Permanent Remedy	Permanently remedy a Category 1 Defect as described in Section 19.2.1 of the Technical Requirements	A	7 Days	6
7.5		Asset Condition	Achieve an Asset Condition Score for all Auditable Sections in any quarterly audit of 3 or greater as described in Section 19.7 of the Technical Requirements	A	7 Days	7
7.6		Incident Response	Respond to an Incident or Emergency in the manner described in Section 22.2 of the Technical Requirements	A	1 Hour	4
7.7		Safety and Traffic Management Measures	Provide a traffic safety and control officer and one or more deputies as described in Section 22.4 of the Technical Requirements	A	1 Day	2
7.8		Safety and Traffic Management Measures	Comply with a safety and traffic management measure set forth in Section 22.4 of the Technical Requirements (each instance)	A	1 Day	2
7.9		Traffic Operations Restrictions	Comply with a traffic operations restriction set forth in Section 22.5 of the Technical Requirements (each instance)	A	1 Day	2

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
7.10		Renewal Work Schedule	Submit a compliant Renewal Work Schedule or a revised Renewal Work Schedule when required in accordance with Section 8.6	B	28 Days	2
7.11		Handback Requirements Reserve	Establish and fund the Handback Requirements Reserve when required in accordance with Section 8.11.	B	28 Days	2
7.12		Capacity Improvements	Submit a proposal for a Capacity Improvement when required in accordance with Exhibit 18 to this Agreement	B	28 Days	2
7.13		Capacity Improvement Measurements	Submit a traffic and/or speed measurement when required in connection with Capacity Improvements in accordance with Exhibit 18 to this Agreement	B	28 Days	3
7.14		Residual Life Methodology	Submit a Residual Life Methodology when required in accordance with Section 19.8 of the Technical Requirements	B	28 Days	2
7.15		Handback Residual Life Inspection	Undertake any Handback Residual Life Inspection when required in accordance with Section 19.8 of the Technical Requirements	B	28 Days	2
8	Facility Management Plan					
8.1		Submission	Submit a part of the FMP at the time required in accordance with Attachment 1 to the Technical Requirements.	B	7 Days	7
8.2		Updating	Submit any change, addition or revision to the FMP when required to do so in accordance with Section 9.1.3 of the Technical Requirements.	A	28 Days	2
8.3		Compliance	Comply with any applicable FMP part, plan, documentation or procedure	A	21 Days	2

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
8.4		Compliance	Comply with any material applicable FMP part, plan, documentation or procedure (where failure to comply has caused or has the potential to cause a material adverse impact on the quality of the Work)	A	7 Days	4
8.5		Audit	Carry out internal audits at the times prescribed in the FMP	B	7 Days	4
8.6		Audit	Timely implement recommendations in audit reports by the Developer or other party (each recommendation)	A	7 Days	1
8.7		Key Personnel	Employ Key Personnel at all times (for each position) as required by Section 10.4	A	28 Days	2
8.8		Specified Personnel	Employ Specified Personnel listed in Attachment 1 of the Technical Requirements, meeting minimum qualifications set forth in the Technical Requirements	A	28 Days	2
8.9		Facility Recovery Schedule	Submit a Facility Recovery Schedule when required to do so in accordance with Section 2.3.3 of the Technical Requirements	B	14 Days	2
9	Records and Reports					
9.1		Annual Report	Submit an Annual Report when required in accordance with Section 2.4.3 of the Technical Requirements	B	21 Days	2
9.2		Quarterly Report	Submit a Quarterly Report when required in accordance with Section 2.4.3 of the Technical Requirements	B	14 Days	2
9.3		Monthly Report	Submit a Monthly Report when required in accordance with Section 2.4.3 of the Technical Requirements	B	7 Days	2
9.4		EDMS	Maintain or update any record on the EDMS as required by Section 2.5 of the Technical Requirements	A	7 Days	1
10	Contracting and Labor Practices					

Ref	Main Heading	Subheading	Failure to:	Assessment Category	Cure Period	Points
10.1		Uniforms	Cause employees in contact with the public to wear identifiable uniforms at all times as required by Section 8.7.5.	A	7 Days	1
10.2		Notification of Contractors	Provide TxDOT with details of all Contractors not less than 15 days prior to scheduled initiation of Work by such proposed Contractor in accordance with Section 10.1.	B	7 Days	1
10.3		Adoption of written ethical policies	Implement written policies for ethical standards within 90 days after the Effective Date in accordance with Section 10.7.	B	7 Days	1
10.4		Compliance with DBE plan	Comply with the requirements of Section 10.9 in connection with the Disadvantaged Business Enterprise (DBE) Program.	A	28 Days	4
11	ROW					
11.1		Parcel Database	Supply and maintain a web-based parcel by parcel database that incorporates the fields and information required by TxDOT's approved ROW tracking system in accordance with Section 7.2.2 of the Technical Requirements.	A	14 Days	2
11.2		Monthly Submittals	Comply with the documentation and reporting requirements set forth in Section 7.2.10 of the Technical Requirements including monthly cost summaries, monthly parcel status reports, and other Facility ROW data.	A	7 Days	2
11.3		ROW relocation office	Maintain a Facility ROW relocation office as required by Section 7.4.2 of the Technical Requirements.	A	7 Days	1