

EXHIBIT 14

TERMS FOR TXDOT TOLL COLLECTION AND ENFORCEMENT SERVICES

Subject to Section 8.7.2 of the Agreement, from and after the Service Commencement Date, TxDOT shall provide, in accordance with Good Industry Practice, toll collection and enforcement services, on the terms and conditions set forth in this Exhibit 14.

1. Services

- (a) TxDOT shall provide back office functions including call center operations, account management and maintenance, and transponder issue and replacement for the Facility, and shall furnish all staffing, supervision, support services, data services and connections, equipment and materials necessary to perform such responsibilities. Such functions include User invoicing, toll collection, violation processing and enforcement, revenue handling and accounting, and customer service and support. TxDOT shall solely choose the transponders to offer to Users, consistent with non-Discriminatory TxDOT standards and practices regarding transponder design, engineering and functionality. TxDOT shall issue transponders expeditiously upon a request therefor.
- (b) TxDOT also shall provide clearinghouse services among operators of toll roads and issuers of transponders. Developer shall use TxDOT's clearinghouse services at all times, unless otherwise approved by TxDOT in its sole discretion. TxDOT may cease providing such services to Developer if TxDOT ceases to provide such services generally. In such circumstances, Developer shall have the right to issue transponders to users and impose reasonable Incidental Charges for transponders issued by Developer. However, Developer must still continue to recognize transponders issued by others that meet statewide interoperability standards if clearinghouse services are provided to Developer on commercially reasonable terms and that afford to Developer equivalent or better quality of service and protection of Developer's interest in revenue and any TxDOT Security Obligations that may exist at that time as is provided when TxDOT provides clearinghouse services in accordance with the Agreement.
- (c) TxDOT shall determine the location or locations of its call center operations and CSC Host(s). TxDOT may change any such location from time to time, and no such change in location shall entitle Developer to any Claim or additional compensation.
- (d) TxDOT may establish and enforce reasonable minimum amounts for opening, maintaining and replenishing electronic tolling accounts for Users who are issued transponders by TxDOT ("TxDOT Tag Holders"). Sums

that TxDOT Tag Holders deposit to fund their electronic tolling accounts (each, a "Account") shall not constitute Toll Revenues or be due to Developer until debited from the respective Account for the TxDOT Tag Holder's use of the Facility.

- (e) TxDOT agrees to enter into a master lockbox and custodial account agreement in a form reviewed and approved by Developer (which approval shall not be unreasonably withheld) between TxDOT and a custodial bank ("Custodian") which will govern the custody and processing of all toll revenues for toll roads in Texas that are either operated by or on behalf of TxDOT or for which TxDOT from time to time provides any of the services described in this Exhibit 14, including toll collection or clearinghouse services to any Person (the "Master Lockbox and Custodial Account Agreement"). TxDOT shall keep the Master Lockbox and Custodial Agreement in full force and effect so long as the Facility Trust Agreement remains in effect.

- (f) Developer shall give written notice to TxDOT 12 months prior to the date expected to be the date of Substantial Completion. TxDOT agrees that commencing on a date that is no later than 120 days after the date it receives such notice, TxDOT will deliver instructions to each TxDOT Tag Holder as well as any credit card company for which TxDOT has authorization to request advances on behalf of a TxDOT Tag Holder to make or cause to be made all payments with respect to their Account not to TxDOT but instead into a single Master Lockbox Account maintained by the Custodian under the Master Lockbox and Custodial Account Agreement (the "TxDOT Tag Holder Lockbox Account"), which will be collected daily, processed and cash proceeds transferred by the Custodian into a single Master Custodial Account maintained by the Custodian under the Master Lockbox and Custodial Account Agreement (the "TxDOT Tag Holder Funds Account"). TxDOT will use commercially reasonable efforts to insure that balances in the TxDOT Tag Holder Funds Account are maintained. For TxDOT Tag Holders that have agreed to permit TxDOT to request advances on credit cards of such TxDOT Tag Holders, TxDOT shall timely request and process such advances whenever the current balance of funds on deposit to the credit of such TxDOT Tag Holder's Account are not sufficient to either pay any amounts payable with respect to such TxDOT Tag Holder's Account, including for any use of the Facility, or to satisfy any minimum cash balance requirements applicable to such TxDOT Tag Holder's Account. For each Tag Trip transaction, TxDOT agrees that by no later than the date specified in Section 3(a) of this Exhibit 14 TxDOT will instruct the Custodian to (i) debit the TxDOT Tag Holder Funds Account in order to effect payment into the Toll Revenue Account of the amount required to be paid under Section 3(a) of this Exhibit 14 for such transaction and (ii)

transfer such funds to the Facility Trustee for deposit into the Toll Revenue Account under the Facility Trust Agreement.

- (g) TxDOT agrees that commencing on a date that is no later than 120 days after it receives the notice from Developer described in Section 1(f) it will deliver instructions to each Video Trip User as well as each credit card company for which TxDOT has authorization to request advances on behalf of such Video Trip Users to make or cause to be made all payments with respect to their Video Trips not to TxDOT but instead into a single Master Lockbox Account maintained by the Custodian under the Master Lockbox and Custodial Account Agreement (the "Video Trip Lockbox Account"), which will be collected daily, processed and cash proceeds transferred by the Custodian into a single Master Custodial Account maintained by the Custodian under the Master Lockbox and Custodial Account Agreement (the "Video Trip Revenue Account"). For Video Trip Users that have agreed to permit TxDOT to request advances on credit cards of such Video Trip Users, TxDOT shall timely request and process such advances. For each Video Trip transaction, TxDOT agrees that by no later than the date specified in Section 3(b) of this Exhibit 14 TxDOT will instruct the Custodian to (i) debit the Video Trip Revenue Account in order to effect payment into the Toll Revenue Account of the amount required to be paid under Section 3(b) of this Exhibit 14 for such transaction and (ii) transfer such funds to the Facility Trustee for deposit into the Toll Revenue Account under the Facility Trust Agreement.
- (h) TxDOT agrees that commencing on a date that is no later than 120 days after it receives the notice from Developer described in Section 1(f), it will deliver instructions to each Transponder Issuer to make or cause to be made all payments with respect to Tag Trip transactions by their customers not to TxDOT but instead either (i) into a single Master Lockbox Account maintained by the Custodian under the Master Lockbox and Custodial Account Agreement (the "Transponder Issuer Lockbox Account"), which will be collected daily, processed and cash proceeds transferred by the Custodian into a single Master Custodial Account maintained by the Custodian under the Master Lockbox and Custodial Account Agreement (the "Transponder Issuer Revenue Account") or (ii) directly to the Custodian by electronic funds transfer for deposit into the Transponder Issuer Revenue Account. For each Tag Trip transaction by a customer of a Transponder Issuer that is a Video Trip, TxDOT agrees that by no later than the date specified in Section 3(b) of this Exhibit 14 TxDOT will instruct the Custodian to (i) debit the Transponder Issuer Revenue Account in order to effect payment into the Toll Revenue Account of the amount required to be paid under Section 3(b) of this Exhibit 14 for such Video Trip and (ii) transfer such funds to the Facility Trustee for deposit into the Toll Revenue Account under the Facility Trust Agreement.

- (i) TxDOT shall maintain, in accordance with Good Industry Practice, accurate and complete books and records, including electronic data, of or relating to (i) all Tag Trip transactions and Video Trip transactions received via TxDOT's CSC Host, (ii) all actions and dispositions by TxDOT with respect to each Tag Trip transaction and Video Trip received via TxDOT's CSC Host including allocations of amounts to TxDOT Tag Holder Funds Accounts and to transactions for individual TxDOT Tag Holder's Accounts and other individual User's accounts, (iii) all data, information and calculations relevant to payment of Basic Transaction Fees and other fees and charges that TxDOT charges to Developer, itemized by each Tag Trip transaction and Video Trip transaction, and itemized by type, date and amount, (iv) all User violations by User, date and amount, (v) all Incidental Charges, and (vi) TxDOT's performance of its obligations under this Exhibit 14. All such documents and records shall be kept at a location in the State and TxDOT shall notify Developer where such records and documents are kept.

Upon receipt of written notice from Developer that it has reasonable cause to inspect the books and records described in Section 1(i) relating to Tag Trip and Video Trip transactions on the Facility or activity with respect the TxDOT Tag Holder Funds Account, the Video Trip Revenue Account, the Transponder Issuer Revenue Account, or any individual TxDOT Tag Holder's Account or any other User account that relates to such Tag Trip or Video Trip transactions on the Facility or TxDOT's performance of its obligations under this Exhibit 14 which notice shall state the facts supporting the basis for such inspection, TxDOT shall make such books and records available for audit and inspection by Developer or designees, at the location where such books and records are customarily maintained, at all times during normal business hours, without charge. TxDOT shall provide to Developer and their designees copies thereof upon request and at no expense to TxDOT. Developer may conduct any such inspection upon 48 hours' prior written notice, or unannounced and without prior notice where there is good faith suspicion of fraud by TxDOT in connection with performance of its obligations under this Exhibit 14. The right of inspection includes the right to make extracts and take notes. Without limiting the foregoing, TxDOT shall afford Developer and its designees, access during normal business hours to TxDOT's customer service center and other TxDOT offices and operations buildings for the purpose of carrying out their audit functions.

TxDOT shall retain the books and records described in this Section 1(i) for the same period of time it keeps other books and records relating to performing its clearinghouse function. Notwithstanding the foregoing, all records which relate to claims and disputes between TxDOT and Developer shall be retained and made available until any later date that such claims or disputes and actions are finally resolved.

2. Compensation for Services; Video Trip Toll Premiums; Incidental Charges

- (a) For each toll transaction recorded by the ETCS and transmitted to the CSC Host in accordance with Section 21 of the Technical Requirements for a Tag Trip and Video Trip, regardless of whether the toll transaction is collectible or collected, Developer shall pay to TxDOT a Basic Transaction Fee. The Basic Transaction Fee shall be the same for all User Classifications and for all transactions in the same calendar year, regardless of the amount of the toll. The Basic Transaction Fee shall equal \$0.15 in calendar year 2006 and shall increase (rounded to the nearest 1/10th cent) annually on January 1 of each year after the Effective Date by a percentage equal to 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. For this purpose, "NGSPPC" has the meaning set forth in Exhibit 4 to this Agreement. TxDOT may instruct the Custodian to distribute to TxDOT the Basic Transaction Fee then due and payable to TxDOT prior to the Custodian's distribution of amounts to the Facility Trustee under the Facility Trust Agreement.
- (b) For each toll transaction that is a Video Trip, TxDOT shall have the right to charge and collect from the User, and receive pursuant to the terms of the Facility Trust Agreement, as part of the toll for the privilege of a Video Trip, a Video Trip Toll Premium. The Video Trip Toll Premium per transaction shall equal not more than \$1.50 for all User Classifications in calendar year 2006, and shall increase annually on January 1 of each year after the Effective Date by a percentage equal to 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. For this purpose, "NGSPPC" has the meaning set forth in Exhibit 4 to this Agreement. TxDOT may, but is not obligated to, (i) charge less than the maximum Video Trip Toll Premium, and (ii) within the maximum Video Trip Toll Premium, set different rates for Video Trip Toll Premiums depending on whether the Video Trip is pre-paid or post-paid. The Video Trip Toll Premium is a toll in addition to the toll rate Developer establishes pursuant to Article 3 of the Agreement. Developer shall have no right to any portion of the Video Trip Toll Premium, except as provided in the Facility Trust Agreement.
- (c) TxDOT also shall have the right, to the extent permitted by applicable Law, to fix, charge, enforce and collect with respect to Video Trips and

electronic tolling accounts managed by TxDOT the following (“Incidental Charges”):

Amounts for the purchase or rental of transponders or other electronic toll devices;

Refundable security deposits for the distribution of transponders or other electronic toll devices;

Administrative fees for account maintenance and account statements;

Fees, penalties and interest for toll violations, including costs of collection; and

Other customary incidental fees and charges.

TxDOT shall have the right to establish rates for Incidental Charges equal to the standard general rates that TxDOT has in effect from time to time for comparable services for its account holders respecting toll facilities operated by TxDOT. Developer shall have no right to any portion of the Incidental Charges. TxDOT may apply relevant Incidental Charges to exempt vehicle operators that request transponders or other electronic tolling devices. TxDOT may instruct the Custodian to distribute to TxDOT Incidental Charges then due and payable to TxDOT prior to the Custodian's distribution of amounts to the Facility Trustee under the Facility Trust Agreement.

3. Toll Transaction Payments to Developer

- (a) TxDOT shall pay or cause to be paid to the Facility Trustee under the Facility Trust Agreement, in arrears, the toll for each transaction that is a Tag Trip within five Days after the date that all transaction data for such Tag Trip transaction required pursuant to the ICD is transmitted to the CSC Host.
- (b) TxDOT shall pay or cause to be paid to the Facility Trustee under the Facility Trust Agreement, in arrears, the toll for each transaction that is a Video Trip within 60 Days after the date that all transaction data for such Video Trip transaction required pursuant to the ICD is transmitted to the CSC Host.
- (c) Any interest earnings on amounts held by the Custodian prior to the time such amounts are required to be distributed by the Custodian to the Facility Trustee under the Facility Trust Agreement shall be paid to TxDOT, and any interest earnings on such amounts on and after such required date of distribution shall be paid by the Custodian to the Facility Trustee under the Facility Trust Agreement for deposit into the Toll

Revenue Account described therein. TxDOT shall specify the date of each required distribution by the Custodian in its payment instructions to the Custodian under the Master Lockbox and Custodial Account Agreement and TxDOT agrees that such dates shall be on or before the dates that payments are required to be made by TxDOT under Sections 3(a) and 3(b) above, as applicable.

(d) TxDOT acknowledges that TxDOT and the Custodian are intermediaries of Developer as to toll revenues collected by TxDOT and held by the Custodian with respect to any Tag Trips or Video Trips on the Facility.

4. Video Trips

For the avoidance of doubt, for purposes of this Exhibit 14, the transaction data relating to a Video Trip shall be deemed to be transmitted to TxDOT only if the vehicle is a Candidate Vehicle and TxDOT determines either (a) it is not associated with a valid transponder issued by TxDOT or by another Transponder Issuer, or (b) it is associated with such a transponder but the account balance at the relevant Processing Time (as hereafter defined) of the transaction is insufficient to pay the Tag Trip toll rate. For purposes of this Exhibit 14 the "Processing Time" of any trip transaction means the date which is the earlier of (i) five Days after the date that transaction data for such trip transaction is transmitted to the CSC Host in accordance with the ICD or (ii) the date of processing of the transaction by TxDOT as required by this Exhibit 14.

5. Tag Trips

For the avoidance of doubt, transaction data for a Tag Trip shall be deemed to be transmitted to TxDOT only if and when TxDOT determines that:

- (a) The vehicle is associated with a valid transponder issued by TxDOT or by another Transponder Issuer;
- (b) The account balance at the relevant Processing Time of the transaction is sufficient to pay the Tag Trip toll rate;
- (c) The transponder is properly read or written to or cannot be read or written to due to a defect in or improper mounting of the transponder; and
- (d) If the transponder is not properly read or written to, the vehicle nevertheless is a Candidate Vehicle.

6. No Trip or Transaction

No Tag Trip or Video Trip shall be deemed to occur, and no tolls shall be due from TxDOT to Developer, for any vehicle traveling on the Facility if:

- (a) Either the vehicle lacks a transponder or no reasonable evidence is transmitted to the CSC Host that the vehicle is associated with a valid transponder issued by TxDOT or by another Transponder Issuer, and
- (b) The vehicle is not a Candidate Vehicle.

7. Video Images

Whether Developer has delivered a readable video image (as set forth in the definition of "Candidate Vehicle") shall be determined in accordance with Good Industry Practice.

8. Buy Down

At Developer's request, TxDOT will consider in good faith reductions in the Video Trip Toll Premium in exchange for payments from Developer; provided that the payments must fully compensate TxDOT for the reduction and TxDOT shall not be obligated to agree to such an arrangement.

9. Change in Toll System Technology

Developer shall make no change to the toll system technology deployed for the Facility that will or does adversely affect reliability of, or ability to meet applicable standards for, transmission of data (including video images) to the CSC Host.

10. Toll Collection Provisions

- (a) So long as TxDOT provides clearinghouse services under this Exhibit 14, TxDOT shall maintain account holder funds separate and apart from State funds as provided in the Master Lockbox and Custodial Account Agreement and shall cause all debits to the accounts of tag holders for registered Tag Trips on the Facility to be transferred to the Facility Trust Fund for deposit into the Toll Revenue Account no later than the dates set forth in Sections 3(a) and 3(b). If at any time the only service TxDOT is providing under this Exhibit 14 is the clearinghouse service and TxDOT's customary non-Discriminatory rules and procedures for its clearinghouse service include deducting its transaction fee for such service, then TxDOT may reduce the amount of each such transfer to the Facility Trust Fund by the transaction fee amount; provided that at any time Developer has an outstanding disputed Claim against TxDOT, TxDOT shall have no right to deduct such transaction fee from transfers to the Facility Trust Fund unless and until transfers from the Toll Revenue Account into the Developer Claims Account equal the disputed portion of the Claim, as provided in the Facility Trust Agreement.
- (b) If for any reason TxDOT receives any payment for a Tag Trip or Video Trip, all Toll Revenues that are part of such payment shall be deemed

received by TxDOT merely as a bailee or agent and shall not constitute funds of TxDOT or the State; and TxDOT shall forthwith remit such payments to the Custodian for deposit into the appropriate Master Custodial Account under the Master Lockbox and Custodial Account Agreement.

- (c) TxDOT shall designate Developer to be a "Beneficiary" under the Master Lockbox and Custodial Account Agreement and acknowledges that the Collateral Agent shall be a "Secured Party" under the Master Lockbox and Custodial Account Agreement designated by Developer. During the Term and at all times thereafter that any amounts are due and payable by TxDOT to Developer pursuant to the Agreement, TxDOT will cause the collection and deposit of Toll Revenues, as well as amounts owed to TxDOT, Transponder Issuers or other public agency and private toll operators, into the master custodial accounts established under the Master Lockbox and Custodial Account Agreement.
- (d) Pursuant to the terms of the Master Lockbox and Custodial Account Agreement, TxDOT covenants and agrees that with respect to any amounts payable to TxDOT, Developer, the Facility Trustee, Collateral Agent or any other Person out of the funds held by the Custodian under the Master Lockbox and Custodial Account Agreement, after payment of the Incidental Charges and Basic Transaction Fees as provided in the Master Lockbox and Custodial Account Agreement, TxDOT will instruct the Custodian to make payments to such persons, in the event of a shortfall in the total amount available, based on a priority rule: priority will be given to payment for those toll transactions for which transaction data was first transmitted to the CSC host following a trip on that toll road operator's facility. A shortfall in the amounts available for debit at any time in the Master Custodial Accounts to pay Developer shall not affect TxDOT's obligation to pay Developer the amount of Toll Revenues due within the time periods established in Sections 3(a) and 3(b), including from amounts deposited in the Video Trip Toll Premium Account established in the Facility Trust Agreement.