

EXHIBIT 12

AGREEMENT REGARDING ENVIRONMENTAL COMPLIANCE AND MANAGEMENT OF CERTAIN HAZARDOUS MATERIALS ON STATE HIGHWAY 130 - SEGMENTS 5 AND 6

[Note: in the event the Direct Agreement is executed jointly by two or more entities as the Design-Build Contractor, appropriate revisions will be made in the document to reflect that all obligations and responsibilities are undertaken on a joint and several basis]

This Agreement ("Agreement") is entered into and effective as of _____, 2007 by and between the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), and [Name of Design-Build Contractor] ("Design-Build Contractor").

WHEREAS, TxDOT and SH 130 Concession Company, LLC, a Delaware limited liability company ("Developer"), have executed a Facility Concession Agreement ("FCA") for the development of TxDOT's State Highway 130 Segments 5 and 6 Facility ("Facility"); and

WHEREAS, TxDOT and Developer have made certain commitments in the FCA regarding the management of "subject Hazardous Materials," as defined in Section 7.9.4.1 of the FCA; and

WHEREAS, TxDOT and Design-Build Contractor desire to implement the terms of the FCA with respect to the management of the subject Hazardous Materials;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, TxDOT and Design-Build Contractor (together, the "Parties") hereby agree as follows:

1. Definitions

Definitions for the terms used in this Agreement are the same as those that are contained in the FCA.

2. Applicability

2.1 This Agreement applies only to the obligations under, and actions taken in accordance with, the FCA. This Agreement shall not affect any agreements between TxDOT and the Developer.

2.2 This Agreement shall not apply to any action undertaken by either of the Parties that is in violation of FCA requirements, or otherwise outside the scope of the FCA.

2.3 Design-Build Contractor's obligations under this Agreement shall commence upon the Developer's issuance of a full notice to proceed to Design-Build Contractor under the Design-Build Contract or upon such earlier date as is set forth in a limited notice to proceed issued by Developer to Design-Build Contractor under the Design-Build Contract. This

Agreement shall remain in force until the earlier of (i) the termination of the Design-Build Contract between Developer and the Design-Build Contractor, or (ii) Design-Build Contractor's achievement of substantial completion of its portion of the Design Work and its portion of the Construction Work (collectively, the "Design and Build Work") under its Design-Build Contract with the Developer; provided, however, with respect to subject Hazardous Materials encountered prior to Design-Build Contractor's achieving substantial completion of the Design and Build Work, Design-Build Contractor's obligations under this Agreement shall continue until Design-Build Contractor's full performance of all of its obligations under this Agreement with respect to such subject Hazardous Materials.

3. Obligations

3.1 Design-Build Contractor agrees to perform the following described services with respect to the subject Hazardous Materials:

3.1.1 Selecting the contractor(s) ("Remediation Contractors") to be engaged by the Design-Build Contractor to perform the remediation or transport of any subject Hazardous Materials.

3.1.2 Design-Build Contractor will (a) require a Remediation Contractor(s), approved by TxDOT pursuant to Section 3.1.1, to prepare, for TxDOT's approval or disapproval, one or more remediation plans for the remediation of any subject Hazardous Materials ("Remediation Plans") in accordance with the FCA and Applicable Law, and (b) cause a Remediation Contractor(s), approved by TxDOT pursuant to Section 3.1.1, to implement such approved Remediation Plans in accordance therewith. Unless otherwise expressly waived by TxDOT in writing, Design-Build Contractor agrees, and shall cause the Remediation Contractors to agree, to be bound to the same obligations and requirements set forth in the FCA, regarding compliance with Environmental Laws in connection with the management of the subject Hazardous Materials, to which Developer is bound, including:

(a) Section 6.2 of the FCA, but only as to Governmental Approvals the Developer has contractually agreed with TxDOT to obtain and that pertain to the services to be performed hereunder;

(b) Without limiting TxDOT's role or responsibilities set forth in Section 7.9.4 of the FCA, Section 7.9.1 of the FCA;

3.1.3 Sections 7.9.4.1 and 7.9.4.4; and

3.1.4 Section 7.10 of the FCA, and Section 4.2 of the Technical Provisions and Sections 2.5, 4.0 and 8.0 of the Technical Provisions.

3.2 TxDOT agrees to be bound to the same obligations and requirements regarding its role with respect to compliance with Environmental Laws in connection with the management of the subject Hazardous Materials to which TxDOT is bound to Developer in the FCA, including Sections 6.2, 7.9 and 7.10 of the FCA and Sections 2.5, 4.0 and 8.0 of the Technical Provisions, as those obligations arise in connection with or pertain to the Design-Build Work.

3.3 TxDOT's obligations include the following:

3.3.1 Approval or disapproval of Remediation Contractors pursuant to Section 3.1.1 of this Agreement;

3.3.2 Review and approval or disapproval of Remediation Plans, pursuant to and within the time periods specified in §7.9.4.2 and §7.9.4.3 of the FCA;

3.3.3 Exercise of control over how and where the subject Hazardous Materials are to be managed, pursuant to §7.9.4.3;

3.3.4 Exercise of exclusive decision-making authority as to whether off-site transport of subject Hazardous Materials is acceptable and, if so, approval of the transporter, the determination of the destination facility to which such materials will be transported, and all other matters relating to arrangement of the off-Site disposal, pursuant to §7.9.4.4;

3.3.5 Exercise of exclusive decision-making authority regarding possible on-site management of subject Hazardous Materials, pursuant to §7.9.4.4; and

3.3.6 With regard to subject Hazardous Materials, TxDOT shall comply with the applicable standards for generators including those found at 40 CFR, Part 262, including the responsibility to sign manifests for the transport of hazardous wastes.

3.4 Because TxDOT will actually exercise control over the management of subject Hazardous Materials, TxDOT will review and approve the Remediation Plans and Design-Build Contractor is not responsible for review and approval of such Remediation Plans.

3.5 To the extent permitted by applicable Law, TxDOT shall indemnify, save, protect and defend Design-Build Contractor from third party claims, causes of action and Losses arising out of or related to generator or arranger liability for the subject Hazardous Materials for which TxDOT is considered the generator or arranger pursuant to Section 7.9.4 of the FCA, specifically excluding generator or arranger liability for actual or threatened Developer or Design Builder Releases of Hazardous Materials.

4. Limitation on Payments for Claims and Liability for Loss of Revenue

4.1 Notwithstanding any other provision in this Agreement, TxDOT shall not be responsible in any way for payment of compensation, claims, losses or damages to Design-Build Contractor that (a) if paid to Developer, would count against the allowance for Hazardous Materials established in Exhibit 11 of the FCA or (b) duplicate payments to Developer under the FCA regarding the same transaction or set of facts.

4.2 TxDOT hereby expressly agrees that in all circumstances governed by this Agreement for which Developer seeks and is entitled to a Relief Event pursuant to the FCA, Design-Build Contractor shall have no liability whatsoever to TxDOT for TxDOT's Losses in connection with loss by TxDOT of any Toll Revenues, any loss by TxDOT of TxDOT's share of any Refinancing Gain, or any other loss of revenue by TxDOT, and TxDOT agrees not to seek recovery of any such loss from Design-Build Contractor. Nothing herein affects any rights TxDOT may have as to the Developer under the FCA.

5. Limitation on Damages

5.1 Except as expressly provided otherwise herein, TxDOT agrees that the provisions of Section 17.3.10 of the Concession Agreement, except as otherwise noted below, shall limit the liability of the Design-Build Contractor hereunder for any punitive damages or indirect, incidental, or consequential damages arising out of breach of this Agreement, tort (including negligence) or any other theory of liability, and TxDOT agrees not to seek damages from or hold the Design-Build Contractor responsible for any such liability. Such limitation of liability is, however, subject to those exceptions stated in Section 17.3.10.2 as restated below, and subsection (f) of this Section 5.1:

- (a) Section 17.3.10.2(a) of the FCA, but only with respect to Losses covered by the proceeds of insurance required to be carried by the Design-Build Contractor or any Remediation Contractor (the "Design-Build Contractor Parties");
- (b) Section 17.3.10.2(b) of the FCA, but only as to Losses arising out of the fraud, criminal conduct, intentional misconduct (but which does not include an intentional default of the Design-Build Contractor hereunder), recklessness or bad faith on the part of Design-Build Contractor;
- (c) Section 17.3.10.2(c) of the FCA, but only to the same extent that Design-Build Contractor has agreed under the Design Build Contract to assume such indemnity obligations to Developer or TxDOT;
- (d) Section 17.3.10.2(d) of the FCA, but only to the extent that Design-Build Contractor has agreed under the Design Build Contract to pay to pay liquidated damages to Developer or TxDOT;
- (e) Section 17.3.10.2(e), but only with respect to Losses arising out of the Design-Build Contractor Parties' releases of Hazardous Materials; and
- (f) Amounts Design-Build Contractor may owe or be obligated to reimburse to TxDOT under this Agreement.

5.2 Except as expressly provided otherwise herein, Design-Build Contractor agrees that the provisions of Section 17.6.3 of the FCA shall limit the liability of TxDOT hereunder for any punitive damages or indirect, incidental, or consequential damages arising out of breach of this Agreement, tort (including negligence) or any other theory of liability, and, subject to those exceptions noted below, the Design-Build Contractor releases TxDOT from any such liability.

- (a) Losses to Design-Build Contractor arising out of fraud, criminal conduct, intentional misconduct (which does not include any intentional TxDOT Default), recklessness or bad faith on the part of TxDOT;
- (b) Losses to Design-Build Contractor arising from any TxDOT release of Hazardous Materials;
- (c) TxDOT's indemnities to Design-Build Contractor set forth in Section 3.5; and
- (d) Any amounts TxDOT may owe or be obligated to reimburse to Design-Build Contractor under the express provisions of this Agreement.

6. No Impairment of Other Contracts

6.1 This Agreement shall not be construed or interpreted to impair, supersede, or amend in any way the rights and obligations of the parties to the Design-Build Contract or any other agreement between Developer and Design-Build Contractor.

6.2 This Agreement shall not be construed or interpreted to impair, supersede, or amend in any way the rights and obligations of TxDOT or Developer pursuant to the FCA.

7. Enforcement

7.1 TxDOT and Design-Build Contractor agree that, pursuant to 43 TEX. ADMIN. CODE §9.6(b)(2), this Agreement is an agreement entered into with or for the benefit of TxDOT in connection with a comprehensive development agreement.

7.2 TxDOT and Design-Build Contractor may each pursue a claim directly against the other for a perceived violation of the terms and conditions of this Agreement or for compensation pursuant to Exhibit 11 of the FCA in connection with any cost of remediation of subject Hazardous Materials, whether incurred by Design-Build Contractor or a Remediation Contractor.

7.3 The procedures that TxDOT and Design-Build Contractor shall follow in order to pursue claims against each other under this Agreement shall be the same as the Dispute Resolution Procedures set forth in Section 17.8 and Exhibit 21 of the FCA on the date of its execution. TxDOT and Design-Build Contractor shall comply with all requirements of these procedures in the same manner as TxDOT and Developer are required to comply with Section 17.8 and Exhibit 21 of the FCA. For this purpose, all references in Section 17.8 and Exhibit 21 of the FCA, and all references in related defined terms, to "Developer" are deemed to mean and refer to the Design-Build Contractor.

8. Conflict or Inconsistency Between This Agreement and The FCA

8.1 In the event of any conflict, ambiguity, or potential inconsistency between this Agreement and the FCA, the FCA shall control.

8.2 Nothing in this Agreement shall be construed to obligate Design-Build Contractor to assume liability as an arranger or generator with respect to any subject Hazardous Materials.

8.3 Nothing herein shall be construed to alter the provisions of Exhibit 11 of the FCA with regard to costs associated with remediation of any subject Hazardous Materials.

8.4 Nothing herein shall be construed to limit any of TxDOT's rights under the FCA, including those pertaining to Developer's duties and responsibilities regarding the management of Hazardous Materials.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first written above.

Design-Build Contractor

TxDOT

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Name: _____
Title: _____

By: _____
Name: Michael W. Behrens, P.E.
Title: Executive Director

ATTACHMENT 1
to EXHIBIT 12

FORM OF COUNSEL OPINION LETTER
IN CONNECTION WITH DIRECT AGREEMENT

[NOTE: If, pursuant to the letter to which this form is attached, Ferrovial Agroman US Corp. and Zachry Construction Corporation jointly execute the Direct Agreement as the Design-Build Contractor instead of Ferrovial/Zachry Constructors 56, LLC, then each of them will substitute adapted, separate opinions of their separate counsel in substantially the same form as this form of opinion of counsel (eliminating references to the LLC entity).]

_____, 2007

Texas Department of Transportation
125 East 11th Street-Fifth Floor
Austin, TX 78701

SH 130 Concession Company, LLC
7700 Chevy Chase Drive
Chase Park One, Suite 500
Austin, Texas 78752

Re: Agreement Regarding Environmental Compliance and Management of Certain
Hazardous Materials on State Highway 130 - Segments 5 and 6

Dear Ladies/Gentlemen:

We have acted as counsel in the State of Texas to FERROVIAL/ZACHRY CONSTRUCTORS 56, LLC, a Texas limited liability company, and are furnishing you this opinion in connection with the abovementioned agreement (the "Direct Agreement"), dated March 22, 2007, pursuant to the Facility Concession Agreement (the "FCA") dated March 22, 2007 between SH130 Concession Company, LLC and the Texas Department of Transportation ("TxDOT").

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the FCA and in the Direct Agreement.

In connection with this opinion, we have examined the FCA and Direct Agreement. We have also examined such documents and instruments and certificates of public officials and individuals, as we have deemed necessary or advisable.

We have also relied upon the following items (collectively, the "Reliance Materials") for purposes of the opinions expressed in this letter:

(a) a Certificate of Existence and Good Standing dated _____, 2007, issued by the Texas Secretary of State and certified copy of Certificate of Formation on file with the Texas Secretary of State dated _____ with respect to Ferrovial/Zachry Constructors 56, LLC;

(b) certified copies of documents on file with the Texas Secretary of State for Ferrovial/Zachry Constructors 56, LLC, as attached to a Certificate dated _____, 2007, issued by the Texas Secretary of State with respect to the Ferrovial/Zachry Constructors 56, LLC;

(c) a Secretary's Certificate addressed to us and TxDOT dated _____, 2007, executed by [_____], as Secretary of Ferrovial/Zachry Constructors 56, LLC (the "Incumbency Certificate");

(d) an Officer's Certificate addressed to us and TxDOT dated _____, 2007 executed by [_____], as Chief Executive Officer of the Ferrovial/Zachry Constructors 56, LLC (the "Officer's Certificate"), confirming that Ferrovial/Zachry Constructors 56, LLC is wholly owned by Ferrovial Agroman US Corp., a Delaware corporation ("Ferrovial US"), and Zachry Construction Corporation, a Delaware corporation ("ZCC");

(e) the Limited Liability Company Agreement of the Members of Ferrovial/Zachry Constructors 56, LLC, dated _____ (the "LLC Agreement");

(f) resolution of the Board of Managers of Ferrovial/Zachry Constructors 56, LLC, approving of the execution of the Direct Agreement by _____, as the Chief Executive Officer of Ferrovial/Zachry Constructors 56, LLC;

(g) a Certificate of Existence and Good Standing dated _____, issued by the Delaware Secretary of State with respect to Ferrovial US;

(h) certified copy of Certificate of Formation on file with the Delaware Secretary of State for Ferrovial US, as attached to a Certificate dated _____, issued by the Delaware Secretary of State with respect to Ferrovial US;

(i) Application for Registration of a Foreign Limited Liability Company filed in the Office of the Secretary of State of Texas ("Ferrovial US's Application for Registration") filed August 29, 2005, and the Certificate of Existence of Ferrovial US issued by the Secretary of State of Texas dated _____ (the "Texas Certificate of Existence");

(j) a certificate issued by the Delaware Secretary of State, dated _____, with respect to (1) ZCC being duly incorporated, (2) ZCC being in good standing and having legal corporate existence, (3) ZCC annual reports being filed to date, and (4) ZCC franchise taxes being paid;

(k) a Certificate of Account Status, dated _____, issued by the Texas Comptroller with respect to ZCC; and

(l) a certificate dated _____ issued by the Texas Secretary of State, attaching ZCC's Application for Certificate of Authority.

We have not made any independent or other investigation or inquiry regarding the matters stated in the Reliance Materials.

In rendering the opinions expressed below, we have, without any inquiry or other investigation, made and relied upon the following assumptions: (i) the FCA and the Direct Agreement submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine; (ii) all other documents and records examined by us are authentic; (iii) the conformity of all documents and records provided to us as certified, conformed, photostatic or electronic copies to the authentic original documents and records thereof; and (iv) the additional assumptions set forth on Exhibit A attached to this letter.

We have been engaged to represent Ferrovial/Zachry Constructors 56, LLC for the purpose of rendering the opinions expressed in this letter, but we caution you that we are not the sole outside counsel to Ferrovial/Zachry Constructors 56, LLC or its Members. Ferrovial/Zachry Constructors 56, LLC and its Members, have in the past used, and to our knowledge continue to use, other law firms to represent them in connection with other matters, including, without limitation, litigation, corporate, securities and regulatory matters. No inference with regard to other matters should be drawn from our representation of Ferrovial/Zachry Constructors 56, LLC for the purpose of rendering the opinions expressed in this letter.

Based upon the foregoing, but subject to the assumptions, qualifications and limitations set forth above and below, we are of the opinion that:

1. Ferrovial/Zachry Constructors 56, LLC is a limited liability company duly formed and validly existing under the laws of the State of Texas. Ferrovial/Zachry Constructors 56, LLC has all limited liability company power to own its properties and assets, carry on its business as currently conducted, and to cause Ferrovial/Zachry Constructors 56, LLC to enter into the Direct Agreement, and to perform its obligations under the Direct Agreement.

2. Based solely on Ferrovial/Zachry Constructors 56, LLC's Certificate of Formation and the Texas Certificate of Existence and Good Standing referenced above, Ferrovial/Zachry Constructors 56, LLC is currently qualified to do business in the State of Texas.
3. The execution, delivery and performance of the Direct Agreement by Ferrovial/Zachry Constructors 56, LLC have been duly authorized by all necessary limited liability company action on the part of Ferrovial/Zachry Constructors 56, LLC in accordance with the LLC Agreement. The Direct Agreement has been duly and validly executed and delivered by Ferrovial/Zachry Constructors 56, LLC. The foregoing opinion with respect to the execution of the Direct Agreement is given in reliance upon the factual statements made in the Incumbency Certificate and the Officer's Certificate.
4. The Direct Agreement constitutes the legal, valid and binding obligation of Ferrovial/Zachry Constructors 56, LLC, enforceable against it in accordance with its respective terms.
5. The execution and delivery by Ferrovial/Zachry Constructors 56, LLC of the Direct Agreement and its performance of its obligations thereunder do not: (a) require any consents, approvals, authorizations, registrations, or declarations by Ferrovial/Zachry Constructors 56, LLC under any Texas statute, rule or regulation applicable to it, other than the limited liability company approvals that have been previously obtained; (b) to our knowledge, after due inquiry, violate or contravene any judgment, decree, injunction or order of any Texas court, governmental agency or authority binding upon Ferrovial/Zachry Constructors 56, LLC as in effect on the date hereof; (c) to our knowledge, after due inquiry, require any approvals under any agreement to which the Ferrovial/Zachry Constructors 56, LLC is a party, other than approvals that have been previously obtained; (d) to our knowledge, after due inquiry, conflict with any agreement to which Ferrovial/Zachry Constructors 56, LLC is a party; (e) violate the LLC Agreement; or (f) violate or conflict with any federal or Texas statute, rule or regulation applicable to Ferrovial/Zachry Constructors 56, LLC with respect to the transactions contemplated in the Direct Agreement. Our opinion in the preceding sentence of this paragraph relates only to statutory laws and regulations that we, in the exercise of customary professional diligence, would reasonably recognize as being directly applicable to Ferrovial/Zachry Constructors 56, LLC or the transactions contemplated under the Direct Agreement.

The foregoing opinions are predicated on, limited by, and qualified in their entirety by the following:

(a) The foregoing opinions are based on and limited to the Texas Business Organizations Code and the laws, rules and regulations of the State of Texas and federal laws of the United States, and we render no opinion with respect to the law of any other jurisdiction.

(b) We express no opinion with respect to the matters described on Exhibit B attached to this letter.

(c) Whenever our opinion is based on circumstances or facts "to our knowledge, after due inquiry," we have relied exclusively on the Officer's Certificate and the Incumbency Certificate as to the existence or non-existence of the circumstances or facts upon which such opinion is predicated. While we have not made any independent or other investigation or inquiry as to any such facts or circumstances, we have no reason to believe that the Officer's Certificate or the Board of Manager's Resolution or the Incumbency Certificate is untrue or inaccurate in any material respect.

(d) The validity, binding effect, and enforceability of the Direct Agreement may be limited by applicable bankruptcy, insolvency, reorganization, receivership, moratorium, liquidation, conservatorship, rearrangement, fraudulent conveyance, or other similar statutes, regulations or laws affecting creditor's rights and remedies generally.

(e) The enforceability of Ferrovial/Zachry Constructors 56, LLC's obligations under the Direct Agreement may be limited by (i) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether in a proceeding in equity or at law) because of the discretion of any court or because of any equitable principle; (ii) the application of Section 9.311 and Chapter 34 of the Texas Business and Commerce Code; and (iii) exercise by governmental authorities of police powers or rights of expropriation.

(f) The enforceability of Ferrovial/Zachry Constructors 56, LLC's obligations under the Direct Agreement may be limited by the effects of generally applicable rules of law that: (i) limit or affect the enforcement of provisions of a contract that purport to (A) require waiver of the obligations of diligence and reasonableness, (B) impose limitations or restrictions on assignment or transfer of rights, interests or property, (C) impose limitations or restrictions, or waiver of, legal or equitable rights or remedies, or (D) restrict access to courts or affecting the jurisdiction or venue of courts; (ii) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected or in which suit is filed; (iii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iv) limit the enforceability of provisions releasing, exculpating or exempting any Person from, or requiring indemnification of any Person for, strict liability or liability for its own action or inaction; (v) may, where less than all of a contract is enforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; (vi) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs; (vii) may permit a party who has materially failed to render or offer performance required by contract to cure that failure unless (A) permitting a cure would unreasonably hinder the aggrieved party from making substitute arrangements for performance or (B) it was important in the circumstances to the aggrieved party that performance occur by the date stated in such contract; (viii) impose limitations on attorneys' fees; (ix) limit or affect the enforceability of provisions for damages and "penalties"; or (x) require mutuality of parties' obligations.

(g) We express no opinion with respect to the validity or enforceability of provisions of the FCA or the Direct Agreement which (i) constitute or relate to (A) the rights or obligations of third parties, (B) evidentiary standards, (C) waiver of rights to notice or the obligations of diligence or reasonableness, (D) self-help, subrogation, delay or omission to enforce rights or remedies, contribution or severability, (E) the availability of specific performance, injunctive relief or any other equitable right or remedy (regardless of whether such question is considered in a proceeding in equity or at law), (F) fixed, stipulated or liquidated damages to the extent determined to be a penalty, (G) agreements to agree, (H) the making of determinations in the sole and absolute (or similarly described) discretion of a party to the FCA or the Direct Agreement, or (I) liability of any person for payment of any amount payable under the FCA or the Direct Agreement to the extent such amounts (1) accrue, or are attributable to any period of time, after the termination of the FCA or the Direct Agreement, (2) allow the recipient of any such payment to recover more than the "benefit of its bargain" or (3) exceed the amount of the actual damages of the recipient of any such payment; (ii) render inapplicable any otherwise applicable law (other than those laws which by their terms may be rendered inapplicable); or (iii) release, exculpate or exempt a party from, or require indemnification of a party for, liability for its own action or inaction, to the extent that (A) such provisions are inconsistent with public policy or are otherwise prohibited by applicable federal or state laws, (B) such action or inaction involves negligence, strict liability, gross negligence, recklessness, willful misconduct, unlawful conduct, fraud or illegality, or (C) such provisions otherwise operate to shift risk in an extraordinary way.

This letter and the matters addressed herein are, as of the date hereof or such earlier date as is specified herein, and we undertake no, and hereby disclaim any, obligation to advise you of any subsequent change in any matter set forth therein, whether based on a change in law, a change in any fact relating to Ferrovial/Zachry Constructors 56, LLC or any other Person, a change in any fact relating to the Direct Agreement or a change in any other circumstance. This letter is limited to the matters expressly stated herein, and no opinions or other matters are to be inferred or may be implied beyond the opinions expressly set forth herein. This letter represents our firm's only expressions of legal opinions to you in connection with the transaction contemplated by the Direct Agreement; and this letter may not be contradicted or supplemented by evidence of any prior, contemporaneous or subsequent communication by us to you, your counsel or others other than subsequent written communications that specifically refer hereto. You and, if applicable, the other Persons entitled to rely upon this letter may not rely upon any such other communications other than as specified in the preceding sentence.

(h) We make reference to the Design-Build Contract between Developer and Ferrovial/Zachry Constructors 56, LLC. We express no opinion concerning the Design-Build Contract. We refer you to separate opinion of counsel with respect to such Design-Build Contract.

This letter is solely for your benefit in connection with the Direct Agreement and may not be used, circulated, quoted, relied upon or otherwise referred to for any other purpose or by any other person without our prior written consent; provided, however, that this opinion may be

used (i) in connection with the assertion of a defense as to which this opinion letter is relevant and necessary or (ii) in response to a court order. This opinion does not constitute a warranty or guarantee or an opinion as to matters of fact, and should not be construed or relied upon as such.

Very truly yours,

[LAW FIRM NAME]

EXHIBIT A

ADDITIONAL ASSUMPTIONS

In addition to the assumptions contained in the letter to which this Exhibit A is attached, we have, without any inquiry or other investigation, made and relied upon the following additional assumptions:

1. The legal capacity of the natural persons executing the Direct Agreement and all other documents, instruments, and certificates we have reviewed;
2. The due execution and delivery of the Direct Agreement by all parties thereto, other than Ferrovial/Zachry Constructors 56, LLC.
3. The correctness and truthfulness of all the statements of fact contained in all documents and records examined by us;
4. With respect to the opinions expressed in opinion paragraph 4 of the letter to which this Exhibit A is attached, no undue influence, duress, fraud, or deceit exists with respect to the transactions contemplated in the Direct Agreement and there has not been any mutual mistake of fact or misunderstanding with respect to the same;
5. With respect to the opinions expressed in opinion paragraph 4 of the letter to which this Exhibit A is attached, the conduct of the parties to the Direct Agreement has complied with, and will comply with, any requirement of good faith, fair dealing and conscionability;
6. With respect to the opinions expressed in the letter to which this Exhibit A is attached, to the extent that such opinions are based on currently effective statutes and ordinances enacted by an official legislative body and/or rules and regulations promulgated or issued by an official administrative body, we have assumed that such statutes, ordinances, rules and regulations were validly enacted and are constitutional;
7. With respect to the opinions expressed in opinion paragraph 4 of the letter to which this Exhibit A is attached, each party to the Direct Agreement will not in the future take any discretionary action (including a decision not to act) permitted under the Direct Agreement that would result in a violation of law or constitute a breach or default under any other agreements to which Ferrovial/Zachry Constructors 56, LLC or TxDOT or any of their affiliates are bound or any court and administrative orders, writs, judgment or decrees;
8. Except to the extent set forth in the opinion paragraph 5 of the letter to which this Exhibit A is attached, no authorization, consent or other approval of, or registration, declaration or other filing with, any governmental authority or body, domestic or foreign, is or will be required on the part of any party to the Direct Agreement for its execution, delivery or performance of the Direct Agreement, other than such as have been (or will

have been) obtained or made and are (or will be) in full force and effect, and valid and sufficient for their intended purposes, at the times for the actions by such party to which they are requisite;

9. With respect to the opinions expressed in opinion paragraph 5 of the letter to which this Exhibit A is attached, each party to the Direct Agreement has obtained or will obtain all permits and governmental approvals required in the future, and take all actions similarly required, relevant to subsequent consummation of the transactions evidenced by the Direct Agreement or performance of its obligations under the Direct Agreement;
10. TxDOT is a public agency of the State of Texas duly organized, validly existing and in good standing under the laws of the State of Texas and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and now proposed to be conducted and to execute, deliver and perform the Direct Agreement and such execution, delivery and performance by TxDOT has been duly authorized by all action on the part of TxDOT and all other necessary Persons whose authorization is necessary on behalf of TxDOT; and
11. TxDOT has received all necessary consents, approvals, authorizations, licenses, permits, exemptions, has made all required filings or registrations with each governmental authority, and has satisfied all applicable conditions precedent as may be required to permit it to execute, deliver and perform its obligations under the Direct Agreement, and such obligations do not conflict with any federal or Texas statute, rule or regulation applicable to TxDOT, or violate or contravene any judgment, decree, injunction or order of any Texas or federal court, governmental agency or authority binding upon TxDOT.

EXHIBIT B

ADDITIONAL QUALIFICATIONS

None of the opinions expressed in the letter to which this Exhibit B is attached include any implied opinion unless such implied opinion is both (i) essential to the legal conclusion reached by the express opinions set forth in this letter and (ii) based upon prevailing norms and expectations among experienced lawyers in the State of Texas, reasonable in the circumstances. Moreover, unless explicitly addressed in the letter to which this Exhibit B is attached, our opinions do not address any of the following legal issues or the effects thereof on the transactions contemplated in the Direct Agreement, and we specifically express no opinion with respect thereto:

1. The compliance or noncompliance by TxDOT or Ferrovial/Zachry Constructors 56, LLC with any federal and state laws or regulations applicable to the Facility or the transactions contemplated by the Direct Agreement.
2. The availability of any policies of insurance or any endorsements to the same.
3. The adequacy of any descriptions of any property.
4. The title to any property.
5. The securities laws of the United States or any state.
6. Any party's compliance with, or the effect of, any environmental, land use, zoning, building or similar laws or regulations affecting the Facility.
7. Tax or accounting treatment of the transactions contemplated by the Direct Agreement.