{Constan membretes y logos de CP2 Your Capital Partners; USS Universities Superannuation Scheme Limited, Magellan Asset Management Limited, Railways Pension Trustee Company Limited and Gartmore Investment Limited}

Fechado: 24 de junio de 2009

Contrato relativo al sentido del voto respecto de la eventual fusión de Cintra con Ferrovial

Expositivo:

A. Nosotros, los firmantes (CP2 Limited, Universities Superannuation Scheme, New Jersey Division of Investment, Magellan Asset Management (en lo sucesivo, "las Partes Inicialmente Firmantes") y Railways Pension Trustee Company Limited y Gartmore Investment Limited (en lo sucesivo, "los Nuevos Firmantes") somos accionistas de Cintra Concesiones de Infraestructuras de Transporte, S.A. (en lo sucesivo, "Cintra" o "la Compañía") y, conjuntamente, controlamos aproximadamente el 4,00% del capital social emitido de la Compañía.

B. Grupo Ferrovial, S.A., (en lo sucesivo, "Ferrovial") y Cintra mediante respectivas comunicaciones públicas de fecha 19 de diciembre de 2008 y de 28 de enero de 2009, se han referido a la eventual fusión de las compañías.

C. Las Partes Inicialmente Firmantes expresaron su oposición a dicha fusión mediante carta de fecha 13 de febrero de 2009 remitida al Consejo de Administración de la Compañía y otra ulterior de 27 de marzo de 2009, remitida al Secretario del Consejo de Administración de la Compañía.

D. Los Nuevos Firmantes también se oponen a dicha fusión y están de acuerdo con los argumentos y peticiones cursadas al objeto de fortalecer la integridad y justeza del proceso de evaluación de la fusión que fueron fijadas en las cartas referidas en el apartado C anterior.

E. Las respuestas de la Compañía a las citadas cartas no han abordado las graves preocupaciones tratadas en las mismas.

F. Hemos recibido confirmación con un alcance limitado por parte de los directores independientes de la Compañía con relación a la oportuna consideración de los intereses de los accionistas minoritarios.

En su virtud, los abajo firmantes acuerdan mutua y recíprocamente los siguientes extremos:

1. Trabajar juntos para la identificación de una persona adecuada que se incorpore al Consejo de Administración de la Compañía como consejero independiente y, en el supuesto de que dicha persona fuera identificada y estuviera en disposición d ejercer en tal condición:

   i. instar la convocatoria de una Junta General de Accionistas; y

   ii. votar a favor del nombramiento de dicha persona como miembro el Consejo de Administración de la Compañía.

JOHN R. GUSTAFSON INTERPRETE JURADO DE INGLES

2. Votar en contra de la propuesta de tal fusión sometida a la Junta General de Accionistas de la Compañía; a menos que:

   i. la propuesta de fusión se lleve a cabo sobre la base de una ecuación de canje igual o mejor a la equivalente a una acción de Ferrovial por 1,5 acciones de Cintra.

   ii. en opinión de cada una de las partes, cualquier propuesta de fusión ofrezca a los accionistas de Cintra el valor adecuado a sus respectivas participaciones accionariales y no les exponga en la estructura de la entidad resultante a niveles de riesgo financiero inaceptables considerando, entre otros, el endeudamiento de Ferrovial.

En aquéllas circunstancias en las que una cualquiera de las partes del presente intervenga como gestor de inversión de la cartera de clientes reservándose el ejercicio de los derechos de voto asociados a la misma el propio cliente, la parte en cuestión se obliga a recomendar a su cliente el ejercicio del voto en el sentido expresado en los apartados 1 y 2 anteriores.

Cualquiera de las partes del presente Contrato estará facultada mediante notificación cursada por escrito a las otras partes, a desvincularse del presente Contrato, permaneciendo el mismo en vigor entre las restantes partes firmantes. El contrato se extinguirá con carácter inmediato en el supuesto de que todas las partes decidieran desvincularse del mismo. A fin de despejar cualquier duda que pueda suscitarse al respecto, cualquier firmante del presente Contrato está facultado para vender todas o parte de sus acciones en la Compañía en cualquier momento, sin necesidad de cursar preaviso alguno o recabar el consentimiento de cualquiera de las partes del presente Contrato.

Las partes podrán en cualquier momento acordar resolver el presente Contrato, que no mediando dicho acuerdo se extinguirá con carácter automático llegada la fecha del 31 de octubre de 2009, o en cualquier momento anterior una vez se haya acordado por la Junta General de la Compañía la aprobación de la fusión en los términos reseñados en los apartados 2(i) y 2(ii) precedentes.

El presente Contrato representa el total acuerdo de las partes en relación con los temas comprendidos en el mismo y reemplaza todos los anteriores acuerdos ya sean verbales o escritos formalizados entre sus suscriptores, los Firmantes Iniciales o los Nuevos Firmantes.

El presente Contrato podrá ser firmado en varios ejemplares entendiéndose otorgados todos ellos a un solo efecto e integrado un único contrato.

En prueba del carácter legalmente vinculante del presente.

Atentamente,

Peter Doherty Consejero Delegado En nombre y representación de CP2 Limited	William G. Clark Consejero En nombre y representación de New Jersey Division of Investment
Level 8, Aurora Place 88 Phillip Street Sydney, NSW 2000 AUSTRALIA	50 W. State Street, 9th Floor PO Box 290 Trenton, NJ 08625-0290 ESTADOS UNIDOS DE AMERICA

JOHN R. GUSTAFSON
INTÉRPRETE JURADO DE INGLÉS

Elizabeth Fernando
Adjunto al Consejero Director de Inversiones
En nombre y representación de
Universities Superannuation Scheme

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Gerald Stack
Responsable de Infraestructura
En nombre y representación de
Asset Management Limited

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Dean Clarke
Secretario
En nombre y representación de
Gartmore Investment Limited

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Christopher John Hitchen
Director Ejecutivo
En nombre y representación de
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Company Limited

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Francis Edward Curtiss
Presidente de Gobierno Corporativo
En nombre y representación de
Railways Pension Trustee
Company Limited

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REINO UNIDO

Remitido a:

Comisión Nacional del Mercado de Valores (CNMV)
Registro Mercantil de Madrid

JOHN RALPH GUSTAFSON
INTERPRETE JURADO DE INGLES
CERTIFICO: Que el presente documento es una traducción fiel y exacta hecha por mí de la copia en idioma Inglés que se me ha exhibido
En Madrid a 30 de Junio de 2009

Nota del Traductor.- En el documento original siguen duplicados de las páginas de firmas con la firma no legible en la antefirma de CP2 Limited, New Jersey Division of Investment, Universities Superannuation Scheme, Magellan Asset Management, Railways Pension Trustee Company Limited y Gartmore Investment Limited, respectivamente.

DATED: 24 June 2009

Agreement on voting in respect of potential merger of Cintra with Ferrovial

Whereas:

A. We, the undersigned (being CP2 Limited, Universities Superannuation Scheme, New Jersey Division of Investment, Magellan Asset Management (the "Original Parties") and Railways Pension Trustee Company Limited and Gartmore Investment Limited (the "New Parties")), are shareholders of Cintra Consesiones de Infraestructuras de Transporte, S.A. ("Cintra" or "the Company") and, collectively, we control approximately four per cent of the Company's issued share capital;

B. Grupo Ferrovial S.A. ("Ferrovial") and Cintra in respective public filings dated 19 December 2008 and 28 January 2009 have referred to a potential merger of the companies;

C. The Original Parties have expressed their opposition to such a merger in a letter dated 13 February 2009 to the Board of Directors of the Company and a subsequent letter dated 27 March 2009 to the Secretary of the Board of Directors of the Company;

D. The New Parties also oppose such a merger and agree with the arguments, and the requests to strengthen the integrity and fairness of the merger evaluation process, that were set out in the letters referred to in C above;

E. The Company's responses to the letters referred to in C above have not addressed the serious concerns detailed therein; and

F. We have received limited comfort from the independent directors of the Company as to whether they are considering minority shareholder interests appropriately.

We, the undersigned, agree and undertake to each other and among ourselves the following:

1. to work together to identify an appropriate person to join the Board of Directors of the Company as an independent director and, should such person be identified and be willing to be act in such capacity:
   i. to requisition a general meeting of shareholders ; and
   ii. to vote in favour of the appointment of such person to the Board of Directors of the Company.

2. to vote against any proposal for such a merger which may be put to a general shareholders meeting of the Company; unless

    i. the proposal for such a merger operates on the basis of an exchange ratio of 1 share in Ferrovial for 1.5 shares in Cintra or better; and

    ii. in the opinion of all parties, any proposal for a merger offers shareholders in Cintra adequate value for their shareholdings and does not expose them to an unacceptable level of financial risk in connection the financial structure of the merged entity, taking in account *inter alia* the borrowings of Ferrovial.

Where a party to this Agreement acts as an investment manager in respect of a client portfolio and ultimate voting decisions rest with its client, the party undertakes to recommend to such client to vote in accordance with paragraphs 1. and 2. above.

Any of the parties to this Agreement shall be free, subject to providing written notice to the other parties, to withdraw from this Agreement at any time; whereupon the Agreement shall remain in force as between the remaining parties. If all of the parties withdraw, then the Agreement shall terminate immediately. For the avoidance of doubt, a party to this Agreement shall be entitled to sell part of or all of its shareholding in the Company at any time without prior notice to or consent from any one or more parties to this Agreement.

The parties may agree to terminate this Agreement at any time, failing which the Agreement shall terminate automatically on 31 October 2009, or, if earlier, immediately after a general meeting of shareholders of the Company which approves a merger which complies with subparagraphs 2(i) and 2(ii) above.

This Agreement represents the entire agreement of the parties in connection with the matters covered in it and supersedes all prior written or oral agreements between the undersigned, the Original Parties or the New Parties with respect to the subject matter.

This Agreement may be executed in any number of counterparts and all of which taken together will be deemed to constitute one and the same agreement.

We acknowledge that this agreement is legally binding.

Yours sincerely,

_____

Peter Doherty
Managing Director
For and on behalf of CP2 Limited

Level 8, Aurora Place
88 Phillip Street
Sydney, NSW 2000
AUSTRALIA

_____

William G. Clark
Director
For and on behalf of NEW JERSEY DIVISION OF INVESTMENT

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Elizabeth Fernando
Deputy Chief Investment Officer
For and on behalf of Universities Superannuation Scheme

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Head of Infrastructure
For and on behalf of Magellan Asset Management Limited

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Also sent to:
National Securities Market Commission (CNMV)
Madrid Mercantile Registry

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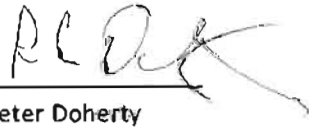

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For and on behalf of NEW JERSEY DIVISION OF INVESTMENT

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