

AMENDMENT NO. 12 TO
FACILITY CONCESSION AGREEMENT
SH 130, SEGMENTS 5 & 6 FACILITY

THIS AMENDMENT NO. 12 TO FACILITY CONCESSION AGREEMENT (this "Amendment") is entered into and effective as of November 11, 2013 between the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), and SH 130 Concession Company, LLC, a Delaware limited liability company ("Developer"), with reference to the following facts:

A. TxDOT and Developer entered into that certain Facility Concession Agreement dated as of March 22, 2007 (as amended, the "FCA"), together with related agreements collectively referred to in the FCA as the "FCA Documents." All capitalized terms used but not defined herein shall have the meanings set forth in the FCA.

B. TxDOT and Developer desire to amend FCA Exhibit 14 as provided herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Developer and TxDOT hereby agree as follows:

1. Changes to FCA Exhibit 14. Section 2(b) of FCA Exhibit 14 is hereby amended to read in full as follows:

2 (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, until the first anniversary of the Service Commencement 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. Beginning on the first anniversary of the Service Commencement Date, the maximum Video Trip Toll Premium shall increase annually on each anniversary of the Service Commencement Date, by a percentage equal to the percentage increase in the NGSPPC between the NGSPPC of the second immediately preceding year and the NGSPPC 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, and includes any successor publication agreed upon by the Parties as set forth therein. 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 postpaid. 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.

2. Effectiveness of FCA Documents. Except as specifically amended hereby, the provisions of the FCA Documents, as previously amended by Amendments 1 - 11, are hereby confirmed without change.

3. Binding Effect of Amendment. This Amendment is entered into pursuant to Section 24.3 of the FCA, and shall be valid, effective and enforceable.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

DEVELOPER:

SH 130 CONCESSION COMPANY, LLC

By: 

Javier Gutiérrez
Chief Executive Officer

TxDOT:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 

Phil Wilson
Executive Director