

**AMENDMENT NO. 10 TO**  
**COMPREHENSIVE DEVELOPMENT AGREEMENT**  
**IH 635 MANAGED LANES PROJECT**

THIS AMENDMENT NO. 10 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("**Amendment**") is entered into and effective as of 05/19/2014, 2014 between the Texas Department of Transportation, a public agency of the State of Texas ("**TxDOT**"), and LBJ Infrastructure Group LLC, a Delaware limited liability company ("**Developer**"), with reference to the following facts:

- A. TxDOT and Developer entered into that certain Comprehensive Development Agreement for IH 635 Managed Lanes Project, dated as of September 4, 2009 (the "**CDA**"), together with related agreements collectively referred to in the CDA as the "CDA Documents".
- B. TxDOT and Developer desire to amend the CDA Documents as provided herein.

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

- 1. Definitions. All capitalized terms used but not defined in this Amendment have the respective meanings set forth in the CDA.
- 2. Amendment to Exhibit 1 of the CDA: The definition of **Project Segment** is amended as follows:

Project Segment means a part of the Project extending the full width of the Project Right of Way, including the applicable portions of the Managed Lanes, General Purpose Lanes, Frontage Roads and cross streets and applicable transitions/connections to adjacent infrastructure, and extending lengthwise between and including permanent logical termini of the Managed Lanes and including appropriate transitions for the remainder of the Project. Where the Managed Lanes end short of a Project Terminal the end-most Project Segment shall be deemed to extend to such Project Terminal. For the purpose of this definition, "Project Terminal" means the two southernmost points of the IH 35E Section, the northernmost and westernmost points of the IH 635/IH 35E Interchange and the northernmost and easternmost points of the IH 635/US 75 Interchange. Notwithstanding the foregoing, the cross street Work required for Hillcrest Road and Denton Drive pursuant to Section 1.2.2.1 of Book 2A may be included in any Project Segment, in accordance with an approved Project Segment Plan.

- 3. Amendment to Exhibit 7, Section E.2.1 of the CDA: Exhibit 7, Section E.2.1 of the CDA is amended as follows:

- 2.1 Developer shall submit a draft Payment Request to TxDOT and the Independent Engineer at a maximum frequency of once every three months. Developer shall submit each draft Payment Request no earlier than sevenforty days following before the end of each three-month period shown in Attachment 3 to this

Exhibit 7. Developer shall not submit the first draft Payment Request earlier than three months following NTP2.

4. Amendment to Exhibit 7, Section E.2.4 of the CDA: Exhibit 7, Section E.2.4 of the CDA is amended as follows

- 2.4. Subject to Section 4.4 of this Part E, the "Payment Request Amount" will be determined as follows:

$$\left\{ \left( \sum CPA_1 \right) + \left[ \frac{(PFA - \$100M)}{(\sum PC - \$100M)} \times (\sum CPA_2) \right] \right\} - \text{Previously Paid}$$

Where:

$\sum CPA$  = Sum of Completed Payment Activities

When  $\sum CPA \leq \$100M$ ,  $\sum CPA_1 = \sum CPA$  and  $\sum CPA_2 = 0$

When  $\sum CPA > \$100M$ ,  $\sum CPA_1 = \$100M$  and  $\sum CPA_2 = \sum CPA - \$100M$

PFA = \$489,828,000

$\sum PC = \$2,076,083,589,2,074,162,584$

Previously Paid = Sum of previous payments in accordance with Section 4 of this Part E

Partially completed Payment Activities are not eligible for payment.

5. Amendment to Attachment 2 to Exhibit 7 of the CDA: Attachment 2 to Exhibit 7 of the CDA is amended as follows:

**Payment Request Cover Sheet**  
**(Part E, Section 2.2.1)**

Total Project Construction Costs	<del>\$2,076,083,589.00</del> \$2,074,162,584.00	n/a
Public Funds Amount	n/a	\$489,828,000.00
Sum of Schedule of Values of Completed Payment Activities	n/a	\$xxx,xxx,xxx.00
Total amount of Public Funds Amount Paid	n/a	\$xx,xxx,xxx.00
Payment Request Amount	n/a	\$xx,xxx,xxx.00
Maximum amount payable based on Maximum Payment Curve	n/a	\$xxx,xxx,xxx.00
Remaining Project Construction Costs	\$xxx,xxx,xxx.00	n/a
Remaining amount of Public Funds Amount not paid	n/a	\$xxx,xxx,xxx.00

6. Release. In consideration of the mutual covenants and agreements contained in this Amendment, Developer does hereby fully, unconditionally and irrevocably release TxDOT from any Claims, Losses or other rights to compensation or other monetary relief or schedule relief, whether now known or unknown, arising out of or in connection with subject matter of this Amendment. TxDOT and Developer agree that the items, changes, terms and conditions described in this Amendment result in a zero net cost to both TxDOT and Developer and that there is no change to the Completion Deadlines or schedule for the Project as a result of this Amendment.
7. Effectiveness of CDA Documents. Except as specifically amended hereby, the provisions of the CDA Documents (including all prior written amendments thereto) are hereby confirmed and remain in full force and effect without change.
8. Binding Effect of Amendment. This Amendment is entered into pursuant to Section 24.3 of the CDA, and shall be valid, effective and enforceable notwithstanding Section 24.13 of the CDA or any similar provision in any other CDA Document declaring that the CDA Document constitutes the sole, integrated agreement of the Parties.
9. 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**

**TxDOT**

**LBJ INFRASTRUCTURE GROUP LLC**

**TEXAS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: Mr. Antonio Álvarez-Cedrón  
Title: CEO/Program Manager



By: \_\_\_\_\_

Name: LtGen J.F. Weber, USMC (Ret)  
Title: Executive Director

