

AMENDMENT NO.11 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT
IH 635 MANAGED LANES PROJECT

THIS AMENDMENT NO.11 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("**Amendment**") is entered into and effective as of 06/05/2015, 2015 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 (as amended, the "**CDA**").
- B. TxDOT and Developer desire to amend the CDA 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 Attachment 3 to Exhibit 7 of the CDA:** The Maximum Payment Curve set forth in Attachment 3 to Exhibit 7 of the CDA is hereby replaced with the Maximum Payment Curve attached to this Amendment, reflecting the following change:

Modify the Maximum Payment from the Public Funds Amount. Move payment at month 60 in FY 2016 to payment at month 57 in FY 2016 due to Project early completion. Payment at month 57 will increase by \$2,064,393 and the total maximum payment from public funds amount remains unchanged.
3. **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.
4. **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.
5. **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

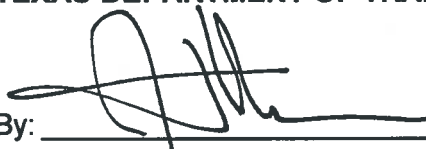
LBJ INFRASTRUCTURE GROUP, LLC

By:  _____

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

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By:  _____

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

ATTACHMENT 3 TO EXHIBIT 7

MAXIMUM PAYMENT CURVE

NTP2 +	Maximum Payment from Public Funds Amount (Cumulative)
3 months	\$1,335,000
6 months	\$1,335,000
9 months	\$1,335,000
12 months	\$1,335,000
15 months	\$2,581,000
18 months	\$2,581,000
21 months	\$2,581,000
24 months	\$2,581,000
27 months	\$3,600,000
30 months	\$3,600,000
33 months	\$3,600,000
36 months	\$3,600,000
39 months	\$109,198,232
42 months	\$234,805,959
45 months	\$312,060,308
48 months	\$385,808,904
51 months	\$431,155,043
54 months	\$467,441,829
57 months	\$487,763,607 <u>\$489,828,000</u>
60 months	\$489,828,000