AMENDMENT NO. 12 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT

IH 635 Managed Lanes Project

This Amendment No. 12 to the Comprehensive Development Agreement (the "Amendment") is entered into and effective as of January 28, 2016 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: Capitalized terms not otherwise defined herein shall have the meaning given such terms in the CDA.

2. New Definitions in Exhibit 1 of the CDA. Exhibit 1 of the CDA is amended to add the following definitions:

Guarantee Period means the period covered by the Guarantee Period Security described in Section 16.2.1.5 of the CDA.

Guarantee Period Security means the Guarantee Period Payment and Performance Bond or Guarantee Period Letter of Credit provided by the Design-Build Contractor pursuant to Section 16.2.1.5 of the CDA.

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3. Amendment to Section 16.2.1.5 of the CDA. Section 16.2.1.5 of the CDA is hereby amended and replaced in its entirety with the following:

16.2.1.5 Each P&P Letter of Credit and Guarantee Period Letter of Credit shall comply with the provisions and requirements of Section 16.3.1 except as permitted or required otherwise under Section 16.2. Each P&P Letter of Credit shall be maintained (through extensions or replacements as provided in Section 16.3.1.2), in full force and effect at all times from the date of delivery until the date of its release in accordance with this Section 16.2.1.5.

(a) Upon Substantial Completion of the last Project Segment, the Developer may request the early release of the P&P Letter of Credit as set forth in this Section 16.2.1.5. Subject to TxDOT's consent, in its sole discretion, the P&P Letter of Credit may be released at no expense to TxDOT, following the date of Substantial Completion of the Project and provided that:

(1) prior to release of the P&P Letter of Credit, all claims asserted by Claimants have been paid, settled or otherwise addressed to TxDOT's satisfaction; and

(2) simultaneously with such release, Guarantee Period Security securing the Design-Build Contractor's obligations for payment of claims (including any claims based upon Work performed prior to Final Acceptance of the Project) and performance of any Secured Work during the Guarantee Period related to the Project, in a form reasonably satisfactory to TxDOT, and in the amount of $65,700,000, which represents the combined value of: (i) unresolved claims as of the date of Final Acceptance of the last Project Segment; and (ii) approximately 2.5% of the Design Build Contract Price, shall be delivered to TxDOT.

(b) TxDOT will provide the Design-Build Contractor with a document formally releasing the P&P Letter of Credit promptly upon acceptance of the Guarantee Period Security.

(c) Upon satisfactory resolution of claims asserted by Claimants, Developer may request the further reduction of the Guarantee Period Security as set forth in this Section 16.2.1.5. Subject to TxDOT's consent, in its sole discretion, the Guarantee Period Security may be reduced by an amount not to exceed $13,800,000, which represents the value of unresolved claims as of the date of Final Acceptance of the last Project Segment.

(d) The Guarantee Period Security shall be maintained for the longer of: (i) the warranty period under the Design-Build Contract, including any extensions for satisfactory completion of corrective work; or (ii) one year and ninety days from the date of Final Acceptance of the last Project Segment.

4. Amendment to Section 16.2.1.6 of the CDA. Section 16.2.1.6 of the CDA is amended to read as follows:

TxDOT has determined, as permitted by Section 223.205 of the Code, that: (a) the P&P Letter(s) of Credit and Guarantee Period Security identified in this Section 16.2 constitute security sufficient to: (i) ensure the proper performance of the Developer's obligations for carrying out and completing the public work included in the Agreement; and (ii) protect TxDOT and Claimants with respect thereto; and (b) as to the P&P Letter of Credit, it is impracticable for a private entity to provide security in the amount described by subsection (b) of Section 223.205 of the Code.

5. CDA in Full Force and Effect. As expressly amended by this Amendment the CDA remains in full force and effect. To the extent of any conflict between the CDA and this Amendment, this Amendment shall govern.

6. Reimbursement to TxDOT.   Within 15 days after replacement of the P&P Letter of Credit with the Guarantee Period Security as authorized by this Amendment, Developer will pay TxDOT the amount of $1,572,992, reflecting the shared cost savings attributable to the replacement.

7. Counterparts. This Amendment may be executed: (i) in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument; and (ii) via facsimile or electronic transmission with the facsimile or electronic transmission signature of any party on this instrument or a counterpart hereof being considered valid, binding and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

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EXECUTED to be effective as of the date referenced above.

DEVELOPER:

LBJ Infrastructure Group, LLC.

By: _____
Belen Marcos, CEO

TxDOT:

THE TEXAS DEPARTMENT OF TRANSPORTATION

By: _James M Bass_____

Name: _JAMES M BASS_____

Title: _EXECUTIVE DIRECTOR_____