

AMENDMENT NO. 2 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT
IH 635 MANAGED LANES PROJECT

THIS AMENDMENT NO. 2 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("Amendment") is entered into and effective as of FEB 17, 2011 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". All capitalized terms used but not defined herein shall have the meanings set forth in the CDA.

B. Close of Finance for the Project was achieved on June 22, 2010, on or about which date the parties calculated the benchmark interest rate adjustment to the Public Funds amount, identified the list of Initial Financing Agreements and Initial Security Documents, and confirmed the identity of the Design-Build Contractor.

C. The parties desire to amend certain provisions of the CDA that were intended to be updated and amended after the Close of Finance for the Project to reflect such financing issues.

D. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TxDOT and the Developer agree as follows:

1. Amendment to Section 16.2.4.1 of the CDA. The first sentence of Section 16.2.4.1 of the CDA is amended as follows:

This contract concerns a public works project (the "Project") for which a letter of credit has been posted to secure obligations that would otherwise be secured by a payment bond provided by Trinity Infrastructure LLC (the "Prime Contractor") pursuant to Section 223.205 of the Code.

2. Amendment to Section 16.2.4.3 of the CDA. Section 16.2.4.3 of the CDA is amended as follows:

16.2.4.3 The notices of claim must be delivered by certified or registered mail to the Prime Contractor at the following address: Mr. Mario Mostoles, Trinity Infrastructure LLC, 5520 LBJ Freeway, Ste. 150, Dallas, Texas 75240, with a copy to the Collateral Agent at the following address: Ms. Wuendith Encalada, Municipal Group, Deutsche Bank Trust Company Americas, 60 Wall Street, Mailstop 2715, New York, New York 10005, with a copy to [Developer if the Developer is separate from the Prime Contractor] at the following address: Mr. Antonio Alvarez-Cedron, LBJ Infrastructure Group LLC, 4100 McEwen Rd. Ste. 110, Dallas, Texas

75244, and a copy to the Texas Department of Transportation at the following address: Mr. Edward Pensock, Jr., P.E., Texas Department of Transportation, 125 East 11th Street, Austin, Texas 78701. In addition, if the Claimant does not have a direct contract with the Prime Contractor, a copy must be delivered to _____ [the party with whom the Claimant has entered into a contract] at the following address: _____.

3. Amendment to Section 24.12.2 of the CDA. Section 24.12.2 of the CDA is amended as follows:

All notices, correspondence and other communications to Developer shall be delivered to the following address or as otherwise directed by Developer's Authorized Representative:

LBJ Infrastructure Group LLC
~~7700 Chevy Chase Dr., Building One, Suite 500~~ 4100 McEwen Rd., Ste. 110
Austin ~~Dallas~~, Texas 78752 ~~75244~~
 Attn: ~~Jose Maria Lopez de Fuentes~~ Mr. Antonio Alvarez-Cedron
 Telephone: ~~(512) 637-8545~~ (972) 239-5000
 Facsimile: ~~(512) 637-1498~~ (972) 239-3512
 E-mail: jmlopez@cintra.us.com acedron@lbjexpress.com

4. Amendment to Exhibit 6 to the CDA. Exhibit 6 to the CDA is replaced with Exhibit 6 as set forth in Attachment A to this Amendment.

5. Amendments to Exhibit 7 to the CDA.

Part E, Section 1 of Exhibit 7 is amended as follows:

TxDOT shall pay to Developer, as reimbursement pursuant to Section 2.2.2 of the Agreement, the amount of ~~\$445,000,000~~ 489,828,000 (the "Public Funds Amount") in accordance with this Part E. Subject to potential Compensation Events, the Public Funds Amount is not subject to change for any reason whatsoever, except the market interest rate adjustment described in Section 4.1.4.5 of the Agreement. Developer's achievement of Financial Close shall be a condition precedent to Developer receiving compensation under this Part E.

Part E, Section 2.4 of Exhibit 7 is amended as follows:

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

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

Where:

ΣCPA = Sum of Completed Payment Activities

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

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

PFA = ~~\$445,000~~489,828,000

$\Sigma PC = \$2,076,083,589$

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

Partially completed Payment Activities are not eligible for payment.

5.6. Amendment to Attachment 3 to Exhibit 7 to the CDA. Attachment 3 to Exhibit 7 is replaced with Attachment 3 to Exhibit 7 as set forth in Attachment B to this Amendment.

6.7. Effectiveness of CDA Documents. Except as specifically amended hereby, the provisions of the CDA Documents are hereby confirmed without change.

7.8. 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.

8.9. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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 Alvarez-Cedron
Title: CEO/Program Manager

By: 
Name: Amadeo Saenz, P.E.
Title: Executive Director

ATTACHMENT A

EXHIBIT 6

LIST OF INITIAL FUNDING AGREEMENTS
AND INITIAL SECURITY DOCUMENTS

Funding Agreements

- (i) Purchase Contract, dated June 15, 2010, among Developer, PABs Issuer and Merrill Lynch, Pierce, Fenner & Smith, Incorporated, on behalf of itself and as representative of J.P. Morgan Securities Inc., Estrada Hinojosa & Company, Inc. and Natixis Securities North America Inc., as underwriters (the "Underwriters");
- (ii) Trust Indenture, dated as of June 1, 2010, between the Issuer and Deutsche Bank Trust Company Americas, as trustee (the "Trustee")
- (iii) TIFIA Loan Agreement, dated as of June 1, 2010, between Developer and the United States Department of Transportation, acting by and through the FHWA (the "TIFIA Lender");
- (iv) the Loan Agreement, dated as of June 1, 2010, between PABs Issuer and Developer;
- (v) Collateral Agency and Account Agreement, dated as of June 1, 2010, among Developer, Deutsche Bank Trust Company Americas, as Intercreditor Agent on behalf of the Secured Creditors (the "Intercreditor Agent") and Deutsche Bank Trust Company Americas, as Collateral Agent and Securities Intermediary (the "Collateral Agent");
- (vi) Subordination and Intercreditor Agreement, dated as of June 1, 2010, among the Intercreditor Agent, the Trustee, the TIFIA Lender and the Collateral Agent;
- (vii) Equity Contribution Agreement, dated as of June 1, 2010, among Developer, Cintra Infraestructuras, S.A., Ferrovial S.A., Meridiam Infrastructure Finance S.a.r.l., Meridiam Infrastructure (S.C.A.) Sicar Fund, Dallas Police and Fire Pension System and the Collateral Agent;
- (viii) Note, dated as of June 1, 2010, issued by Developer in favor of the TIFIA Lender;

- (ix) Texas Private Activity Bond Surface Transportation Corporation Senior Lien Revenue Bonds (LBJ Infrastructure Group LLC- IH 635 Managed Lanes Project), Series 2010, dated as of June 22, 2010.

Security Documents

- (i) Security Agreement, dated as of June 1, 2010, between Developer and the Collateral Agent;
- (ii) the Membership Interest Pledge Agreement, dated as of June 1, 2010, between LBJ Infrastructure Group Holding LLC and the Collateral Agent;
- (iii) Leasehold Deed of Trust, Security Agreement and Financing Statement (Fixture Filing) to be executed by Developer, as grantor, to the trustee named therein for the benefit of the Collateral Agent for the benefit of the Secured Parties upon the Operating Commencement Date;
- (iv) the Deposit Account Control Agreement, dated as of June 1, 2010, among Developer, the Collateral Agent and Compass Bank;
- (v) Consent and Agreement (IH 635 Managed Lanes Project Design-Build Contract), dated as of June 21, 2010, made by Trinity Infrastructure LLC and acknowledged and agreed to by Developer and the Collateral Agent;
- (vi) Consent and Agreement (Design-Build Guaranty), dated as of June 21, 2010, made by Ferrovial Agromán, S.A. and acknowledged and agreed to by Developer and the Collateral Agent; and
- (vii) Lender's Direct Agreement, dated as of June 21, 2010, between TxDOT and the Collateral Agent.

ATTACHMENT B

ATTACHMENT 3 TO EXHIBIT 7

MAXIMUM PAYMENT CURVE

NTP2 +	Maximum Payment from Public Funds Amount (Cumulative)
3 months	\$1,335,000
6 months	\$0
9 months	\$0
12 months	\$0
15 months	\$2,581,000
18 months	\$0
21 months	\$0
24 months	\$0
27 months	\$3,600,000
30 months	\$0
33 months	\$0
36 months	\$0
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
60 months	\$489,828,000