

AMENDMENT NO. 3 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT
IH 635 MANAGED LANES PROJECT

THIS AMENDMENT NO.3 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("Amendment") is entered into and effective as of MAY 16, 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, as amended by Amendment No. 1 dated August 16, 2011 and Amendment No. 2 dated February 17, 2011 (the "CDA"), together with related agreements collectively referred to in the CDA as the "CDA Documents".

B. TxDOT issued NTP2 with certain conditions to be reflected in an amendment to the CDA.

C. Developer has requested use of certain TxDOT-owned property during design and construction of the Project and TxDOT is amenable to use of such property by Developer on the terms and conditions herein.

D. TxDOT and Developer desire to enter into an amendment of the CDA on the matters set forth in this Amendment.

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. Amendments to CDA, Book 1.
 - 2.1 Section 7.7.2.2(a) is hereby amended as follows:

~~"(a) not used -submittal by Developer to TxDOT and approval by TxDOT of Developer's design schematic of the Project under Section 1.2.1 of Book 2A;"~~
 - 2.2 Section 7.7.2.2(f) is hereby amended as follows:

~~"(f) submittal by Developer to TxDOT and approval by TxDOT and FHWA of a Preliminary Operational Signing Schematic under Section 16.3.1 of Book 2A;"~~
 - 2.3 Notwithstanding anything to the contrary in the CDA, Developer shall submit a Preliminary Operational Signing Schematic that resolves all of FHWA's final comments within 30 days after receiving them. Developer shall obtain TxDOT and FHWA approval of the Operating Signing Schematic before Developer commences final design of any signing plans.
 - 2.4 The Maximum Payment Curve set forth in Attachment 3 to Exhibit 7 of the CDA is hereby replaced with the Maximum Payment Curve set forth as Attachment A hereto.

3. Amendments to CDA, Book 2a.

3.1 The third paragraph of Section 7.1.3 of Book 2a is hereby amended as follows:

~~"The second property, the Churchill Way Spur 482 site, within the Northwest Highway/Spur 482 interchange at the former Dallas Area Rapid Transit (DART) Park and Ride at Churchill Way will be made available to the Developer for use during the Design-Build (DB) phase of the Work. ~~No construction or industrial activities including fabrication, material storage or vehicle maintenance shall be permitted on the Churchill Way property. For as long as deemed necessary by TxDOT, the Developer shall provide TxDOT continuous access to the traffic control center and parking lot located at the southeast corner of the property.~~The Developer shall use and maintain the Spur 482 site in accordance with this Section 7 and the following conditions:~~

- a) The Developer shall submit a master plan for the Spur 482 site in accordance with Section 7 of these Technical Provisions prior to accessing the site;
- b) The Developer shall enter and exit the site only at the approved locations shown on the TxDOT approved master plan;
- c) The Developer shall coordinate with the Dallas Area Rapid Transit (DART) on their use of and access to the DART owned facility located adjacent to the site. The Developer shall provide DART full access to and use of the DART owned facility;
- d) The Developer shall not stockpile materials or any other item near any bridge element within the site;
- e) The Developer shall provide full access to the TxDOT and DART bridge structures;
- f) The Developer shall promptly remove stockpiled materials, vehicles or any other item located under or adjacent to the TxDOT and DART bridges upon TxDOT notification; and
- a)g) The Developer shall stabilize, by seeding and sodding, the entire site within 30 days of vacating the property."

3.2 Subsection (m) of the last paragraph of Section 7.1.3 is hereby amended as follows:

"m) The Developer shall vacate the Churchill Way Spur 482 and High Five sites within 30 days of the last Service Commencement."

3.3 Attachment 07-2A is amended by deleting all reference to the Churchill Way site and replacing it with the exhibit and legal description for the Spur 482 site attached hereto as Attachment B.

4. Acknowledgments and Agreements regarding NTP2 and Commencement of Construction.

4.1 Developer and TxDOT acknowledge and agree that the date of NTP2 is December 19, 2010 and that all conditions to NTP2 have been satisfied.

4.2 Developer and TxDOT acknowledge and agree that (i) all conditions to commencement of construction have been satisfied, (ii) construction commenced on January 18, 2011 and (iii) the Operating Commencement Date for all Sections governed by NTP2 occurred on January 18, 2011.

4.3 Developer and TxDOT acknowledge and agree that the Developer's design schematic of the Project required under Section 1.2.1 of Book 2A consists of modifications to the

latest approved design schematic of the Project included in the Reference Information Documents that are limited to the cross street width changes as approved by TxDOT and FHWA on February 28, 2011.

5. 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.
6. 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.
7. 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 Alvarez-Cedron
Title: CEO/Program Manager

By: _____

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

Attachment A

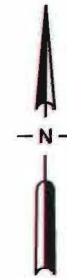
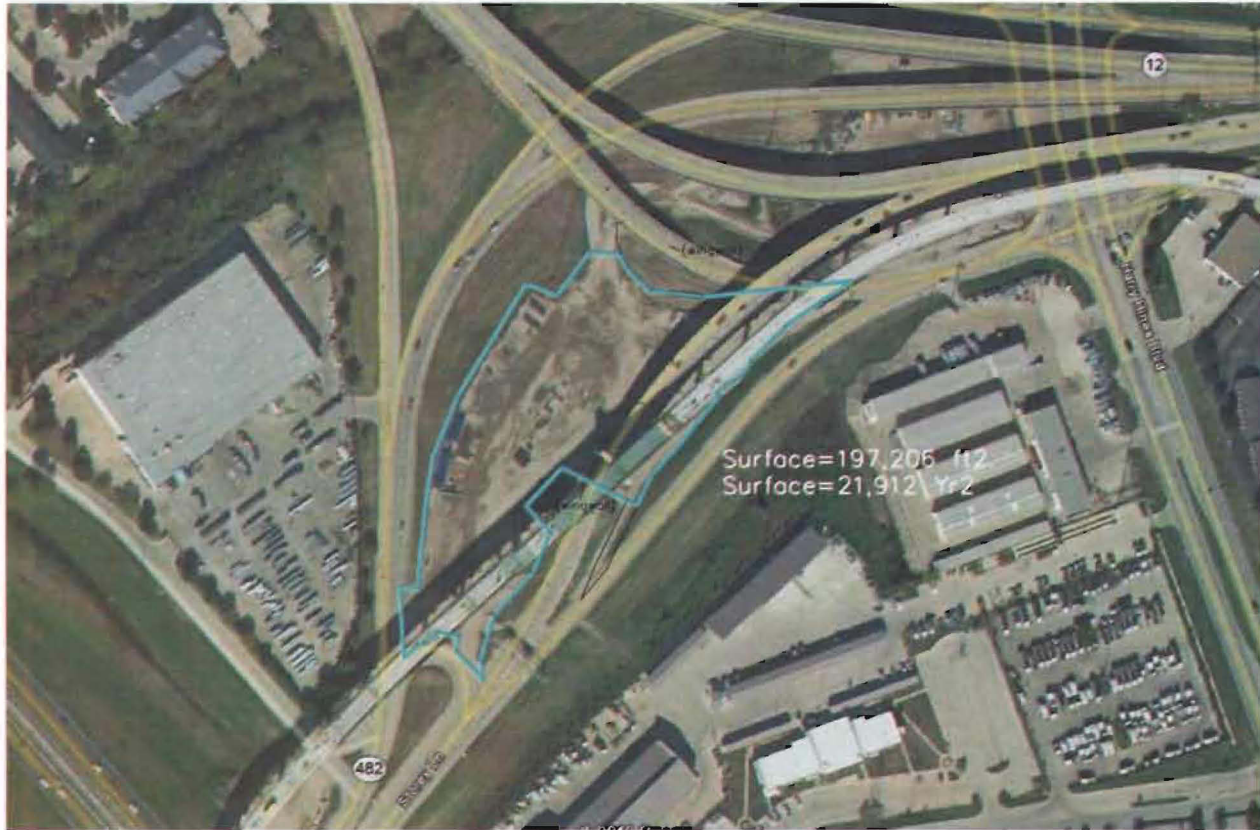
ATTACHMENT 3 TO EXHIBIT 7

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
60 months	\$489,828,000

Attachment B

Attachment 07-2A
Spur 482 Site



trinity infrastructure, LLC
Improving mobility in Texas

**SPUR 482 CONSTRUCTION
MATERIALS STORAGE AREA**

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
1" = 200'	2-18-2011	TM	
SHEET NO.			

He

VICINITY MAP

NOT TO SCALE



4.827 ACRES OR 197,298 SQUARE FEET
PORTION OF SPUR 482
STOREY LANE
(IMPROVEMENTS NOT SHOWN ON SURVEY)

STANDARD LINE CONFORMANCE
REQUIRE 2008, 2009 AND
2002.7

SPUR 482
STOREY LANE
NAMED SECTION OF MAP

POINT OF
BEGINNING

CITY OF DALLAS
VOLUME 2008, 2009 AND
2002.7

POINT OF
COMMENCING

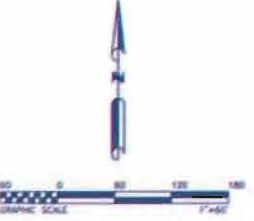
INTERSTATE 75
AND 405
INTERCHANGING
VARIABLE HOV-3 TO HOV-2

LEGEND

- 1. 1/4" = 100' Scale and
2. 1/4" = 400' Scale
3. 1/4" = 1600' Scale
4. 1/4" = 6400' Scale
5. 1/4" = 25600' Scale

LINE TABLE

Table with columns: Station, Bearing, Distance, and Remarks. It lists survey points and bearings along the boundary of the 4.827-acre site.



LEGAL DESCRIPTION

BEFORE ME, the undersigned authority, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing petition, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GENERAL NOTES

- 1. THE SURVEY IS BASED UPON THE 2008, 2009 AND 2002.7 CONFORMANCE REQUIREMENTS FOR STANDARD LINE CONFORMANCE AS SET FORTH IN THE TEXAS SURVEYING ACT AND THE TEXAS PROFESSIONAL LAND SURVEYORS BOARD RULES AND REGULATIONS.
- 2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE TEXAS SURVEYING ACT AND THE TEXAS PROFESSIONAL LAND SURVEYORS BOARD RULES AND REGULATIONS.
- 3. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE TEXAS SURVEYING ACT AND THE TEXAS PROFESSIONAL LAND SURVEYORS BOARD RULES AND REGULATIONS.

Metadata table with fields: SHEET 1 OF 1, DATE: 8/20/2011, DRAWN BY: DPA, CHECKED BY: MLL, FILE: 10002.dwg, JOB NO.: 10002



Marshall Lancaster (P.L.C. 0811)
Survey, Since 1927

Table with columns: No., Description, Date, etc.

MARSHALL LANCASTER & ASSOCIATES, INC.
CONSULTING LAND SURVEYORS
1404 LEBLANC, SUITE 100, DALLAS, TEXAS 75201
PHONE (972) 948-9800 FAX (972) 292-2331 www.mls-survey.com

SPUR 482 CONSTRUCTION
MATERIALS STORAGE AREA
4.827 ACRES OUT OF
ABSSALOM SMITH SURVEY, ABSTRACT NO. 1347
CITY OF DALLAS, DALLAS COUNTY, TEXAS