

**AMENDMENT NO. 6 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT**

IH 635 MANAGED LANES PROJECT

THIS AMENDMENT NO. 6 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("**Amendment**") is entered into and effective as of 5 - 25, 2012 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. On February 16, 2011, Developer gave notice to TxDOT of the occurrence of a Compensation Event and Relief Event for a TxDOT-Caused Delay regarding TxDOT's failure to timely relocate the Atmos Energy gas transmission line in accordance with Book 2A Section 6.1.2.2.
- C. On March 11, 2011, Developer gave notice to TxDOT of the occurrence of a Compensation Event and Relief Event for a TxDOT- Cause Delay regarding access to Parcel 29 of the Project ROW.
- D. TxDOT and Developer have reached a settlement of the claims regarding the Atmos Energy gas transmission line relocation and access to Parcel 29, which includes the amendments to the CDA and changes to the scope of the project at the DNT Interchange and release of claims, as described in Change Order No. 1. TxDOT and Developer are executing Change Order No. 1 concurrently herewith.

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 of Section 3.4(d) of Exhibit 21 of the CDA. Section 3.4(d) is amended by adding the following language after the first paragraph, effective as of February 22, 2012:

Developer shall not be assessed Lane Rental Charges for the closure of one additional General Purpose Lane during modified Period D hours as set forth herein, for the purpose of certain traffic management activities. This traffic management lane closure may only occur Sunday night through Thursday night, beginning at or after 10:00 p.m. and ending the following morning at or before 5:00 a.m. In accordance with Table 3.4, third and fourth lane closures during Period D will be assessed Lane Rental Charges of \$4,800 and \$19,500, respectively.

Developer shall not be assessed Lane Rental Charges during Period A, Period B, Period C or Period D for temporarily mitigating Defects or Defects caused by third party Incidents, if necessary for safety purposes; provided however, that work necessary for permanent correction of the Defect is subject to Lane Rental Charges unless it is conducted during Period D.

3. Amendment of Section 3.4(e) of Exhibit 21 of the CDA. Section 3.4(e) is amended as follows, effective as of August 30, 2011:

(e) Developer shall only be required to pay to TxDOT Lane Rental Charges if any of the following clauses applies: (i) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A, Period B, Period C and Period D, if any, that exceeds \$15,000,000; (ii) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A and Period B, if any, that exceeds \$3,000,000, for work that begins during Periods C or D; or (iii) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A and Period B, if any, to the extent that such assessment did not commence within Period C or Period D. (iii) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A and Period B, if any, that exceeds \$1,000,000, due to unscheduled Incidents directly caused by the Construction work; or (iv) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A and Period B, if any, to the extent that such assessment is not covered by the circumstances described in (ii) or (iii) of this Section 3.4(e). To the extent that more than one such clause applies, Developer shall only be assessed Lane Rental Charges under one such clause. If the cumulative Lane Rental Charges assessed during Period A, Period B, Period C and Period D do not exceed \$15,000,000, ~~or~~ the cumulative Lane Rental Charges assessed during Period A and Period B do not exceed \$3,000,000 for work that begins during Periods C or D, or the cumulative Lane Rental Charges assessed during Period A and Period B due to unscheduled Incidents directly caused by the Construction Work does not exceed \$1,000,000, then Developer shall not be entitled to receive any credit.

4. Amendments of Section 1.2.2 of the Technical Provisions (Book 2A). Section 1.2.2 of the Technical Provisions is hereby amended as follows:

The Developer shall design and construct all roadways and associated infrastructure necessary to provide the Project in accordance with the Developer's design schematic of the Project, Environmental Approvals and related design schematics as approved by TxDOT and the Federal Highway Administration (FHWA). The Developer may incorporate existing physical infrastructure in the design, construction and/or reconstruction of the facilities for this Project, provided the Work meets all requirements of the CDA, except that Developer shall be allowed to maintain the existing vertical clearance of the IH 635 bridge over Park Central Drive. All Design Work and Construction Work shall be in compliance with the Technical Provisions and Good Industry Practice.

The Developer shall coordinate with TxDOT, adjacent Governmental Entities or third parties as appropriate to determine the design criteria, standards, and specifications of those components of the Work which the Developer will construct or reinstate but are maintained by others.

For any components of Work which potentially or actually impact the infrastructure of any Governmental Entity or other third party entity, the Developer's design shall conform to the design requirements of such entity.

Any existing infrastructure impacted by Work and remaining in place after such Work is completed shall be reinstated as soon as possible after such Work is complete.

~~The Developer shall design and construct any components of the Dallas North Tollway (DNT) to TxDOT design criteria standards and specifications. The Developer shall submit DNT design layout and design plans to TxDOT. TxDOT review for approval shall be a maximum of 21 days.~~

5. Amendments to Section 7.1.3 of the Technical Provisions (Book 2A). Section 7.1.3 is hereby amended by adding the following language after the fourth paragraph:

The fourth property, the Texas Stadium site, a parcel in the northwest corner of the SH 183 and SH 114 interchange more particularly described in Attachment 07-2A, will be made available to the Developer during the DB phase of the Work. The Developer shall submit a master plan for the Texas Stadium site in accordance with Section 7 of these Technical Provisions prior to accessing the site. All Developer activities planned for the property at the interchange shall:

- a) be in accordance with the Temporary Construction Easement agreement between TxDOT and the City of Irving (easement agreement) included in the site plan, be limited to installation of a precast concrete beam manufacturing facility and/or for any other use allowed by and in accordance with the easement agreement. Developer shall comply with the terms and conditions of easement agreement applicable to TxDOT or its contractors (other than the payment of money to the City of Irving for the easement) and shall defend and indemnify TxDOT against any claims by the City of Irving under the easement agreement arising out of Developer's acts and omissions in connection with the use of the property; and
 - b) cease and Developer shall vacate the Texas Stadium site within 90 days of Substantial Completion of the Project.
 - c) return the property to a neat and presentable condition as directed by TxDOT. At a minimum Developer shall return each property in the same condition as when access was provided and free from Developer Release(s) of Hazardous Materials.
6. Amendments to Attachment 07-2A of the Technical Provisions (Book 2A). Book 2A, Attachment 07-2A is amended by adding the legal description for the Texas Stadium site attached hereto as Attachment 1.
7. Amendments to Section 18.2.1.3 of the Technical Provisions (Book 2A). Section 18.2.1.3 of the Technical Provisions is amended as follows:

Fourteen Days prior to the publication of any notices or placement of any traffic control devices associated with lane closures, detour routing or other change in traffic control requiring lane closures (except routine closures of less than 24-hour duration) during Periods A and B, the Developer shall issue a Lane Closure Notice (LCN) to TxDOT and affected Governmental Entities. Five Days prior to publication of any notices or placement of any traffic control devices associated with lane closures, detour routing or other change in traffic control requiring lane closures during Periods C and D, the Developer shall issue a LCN to TxDOT and affected Governmental Entities. TxDOT, in its sole discretion, may increase the LCN issuance time for Periods C and D to a maximum of fourteen days by delivery written notice to Developer.

For a LCN utilizing a non-TxDOT controlled facility, the Developer must secure concurrence in writing from the controlling Governmental Entity.

A LCN shall contain the estimated date, time, duration, and location of the proposed work.

If an Emergency condition should occur, a LCN shall be provided to TxDOT within 2 Days after the event. For non-TxDOT controlled facilities, the Developer shall immediately notify the controlling Governmental Entity. The Developer shall keep TxDOT informed of any and all changes or cancellations of proposed lane closures prior to the date of their implementation.

8. Amendment of Section 18.3.1(d) of the Technical Provisions (Book 2A). Section 18.3.1 (d) is amended by deleting the second bullet point.

~~• Dallas North Tollway (DNT) General Purpose Lanes – For reconstruction of the portion of the DNT General Purpose Lanes, within the Project limits, three through lanes of the DNT in each direction shall be kept open at all times. LRCs will apply to any closures of the portion of DNT General Purpose lanes, within the Project limits, that reduce the DNT availability to less than three lanes in each direction.~~

9. Amendments to Section 18.3, Table 18-1A of the Technical Provisions (Book 2A). Table 18-1A in Section 18.3.1 of the Technical Provisions is amended as follows:

- a. Montfort Drive – The number of Days to Restore Existing Capacity set forth in the first column for Montfort @ LBJ is increased from 180 days to 382 days.
- b. Marsh Lane – The number of Days to Restore Existing Capacity set forth in the first column for Marsh Lane @ LBJ is increased from 270 days to 390 days.
- c. Joe Ratcliff Walkway – The number of Days to Restore Existing Capacity set forth in the first column for Joe Ratcliff Walkway @ LBJ is deleted.
- d. Joe Ratcliff Walkway – Delete the requirement for the Joe Ratcliff Walkway to be "OPEN DURING SCHOOL" and replace with "OPEN ON OR BEFORE AUGUST 15, 2012" in the 10th and 11th columns.

10. Acknowledgement. TxDOT and Developer acknowledge and agree that TxDOT has completed the Atmos Energy gas transmission line relocation and provided Developer with access to Parcel 29 as of July 11, 2011.
11. 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.
12. 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.
13. 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

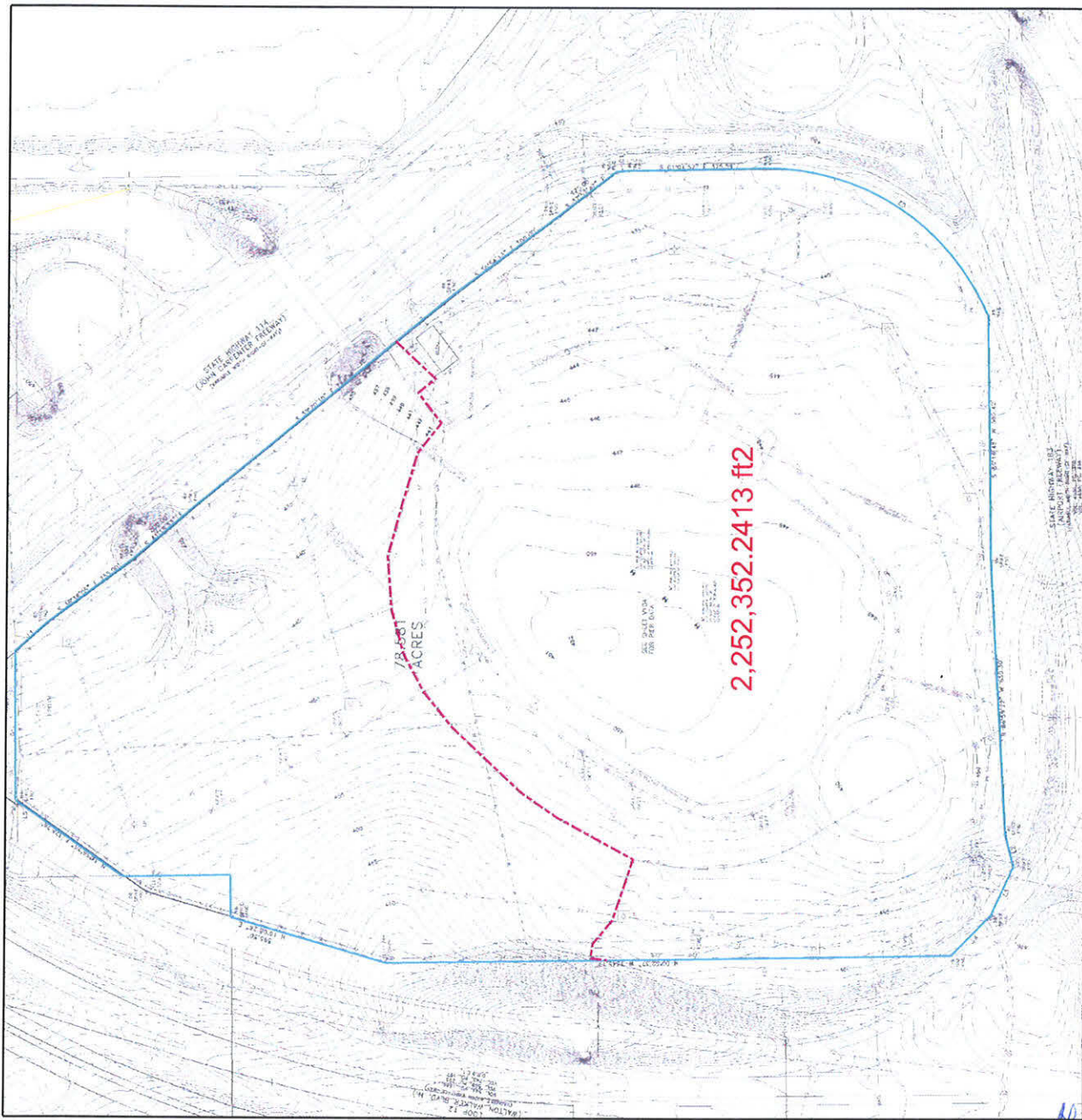
By: 
Name: Mr. Antonio Álvarez-Cedrón
Title: CEO/Program Manager

By: 
Name: Phil Wilson
Title: Executive Director

Attachment 1
Property Descriptions and Locations
Texas Stadium Site



Handwritten signature or initials in blue ink.



AC

County: Dallas

Highway: Loop 12 (Walton Walker Blvd. N)

Texas Stadium Parcel

BEGINNING at the magnail found at southwest corner of the City of Irving tract;

- 1) THENCE North 00 degrees 52 minutes 37 seconds West for a total distance of 819.64 feet
- 2) THENCE North 07 degrees 09 minutes 01 seconds East for a total distance of 38.92 feet
- 3) THENCE South 82 degrees 50 minutes 30 seconds East for a total distance of 34.74 feet
- 4) THENCE South 50 degrees 26 minutes 54 seconds East for a total distance of 72.79 feet
- 5) THENCE South 71 degrees 31 minutes 47 seconds East for a total distance of 151.97 feet
- 6) THENCE North 28 degrees 28 minutes 35 seconds East for a total distance of 204.57 feet
- 7) THENCE North 34 degrees 42 minutes 30 seconds East for a total distance of 104.74 feet
- 8) THENCE North 43 degrees 18 minutes 53 seconds East for a total distance of 226.65 feet
- 9) THENCE North 51 degrees 03 minutes 48 seconds East for a total distance of 104.96 feet
- 10) THENCE North 61 degrees 32 minutes 41 seconds East for a total distance of 102.17 feet
- 11) THENCE North 74 degrees 06 minutes 26 seconds East for a total distance of 110.85 feet
- 12) THENCE North 85 degrees 33 minutes 33 seconds East for a total distance of 126.92 feet
- 13) THENCE South 74 degrees 06 minutes 24 seconds East for a total distance of 254.74 feet
- 14) THENCE South 51 degrees 28 minutes 44 seconds East for a total distance of 91.48 feet

- 15) THENCE North 51 degrees 48 minutes 32 seconds East for a total distance of 91.06 feet *AK*

- 16) THENCE South 39 degrees 04 minutes 40 seconds East for a total distance of 53.57 feet
- 17) THENCE North 43 degrees 07 minutes 38 seconds East for a total distance of 129.82 feet
- 18) THENCE South 39 degrees 20 minutes 30 seconds East for a total distance of 182.69 feet
- 19) THENCE South 36 degrees 54 minutes 13 seconds East, continuing along the new western right of way line of State Highway 114 and said Control of Access Line, a distance of 300.00 feet to a magnail found at the end of said Control of Access Line; **
- 20) THENCE South 37 degrees 57 minutes 47 seconds East, continuing along the new western right of way line of State Highway 114, a distance of 175.00 feet to a magnail found at the intersection of the new western right of way line of State Highway 114 and the existing northern right of way line of State Highway 183 and being the beginning of a curve to the right, having a radius of 572.96 feet, a central angle of 03 degrees 03 minutes 13 seconds, and a chord that bears South 05 degrees 25 minutes 28 seconds East, a chord distance of 30.53 feet; **
- 21) THENCE along the existing northern right of way line of State Highway 183 and around said curve, an arc distance of 30.54 feet to a magnail set at the end of said curve;
- 22) THENCE South 01 degrees 04 minutes 52 seconds East, along the existing northern right of way line of State Highway 183, a distance of 325.59 feet to a magnail set at the beginning of a curve to the right, having a radius of 572.96 feet, a central angle of 68 degrees 12 minutes 13 seconds, and a chord that bears South 33 degrees 01 minutes 14 seconds West, a chord distance of 642.48 feet;
- 23) THENCE continuing along the existing northern right of way line of State Highway 183 and around said curve, an arc distance of 682.04 feet to a magnail found at the intersection of said existing northern right of way line and the new northern right of way line of State Highway 183; **
- 24) THENCE South 89 degrees 16 minutes 48 seconds West, along the new northern right of way line of State Highway 183, a distance of 580.42 feet to a magnail found; **
- 25) THENCE South 86 degrees 59 minutes 22 seconds West, continuing along the new northern right of way line of State Highway 183, a distance of 650.30 feet to a magnail found; **
- 26) THENCE South 75 degrees 41 minutes 09 seconds West, continuing along the new northern right of way line of State Highway 183, a distance of 80.00 feet to a magnail found; **
- 27) THENCE North 65 degrees 02 minutes 18 seconds West, continuing along the new northern right of way line of State Highway 183, a distance of 126.87 feet to a magnail found at the

intersection of said new northern right of way line and the existing eastern right of way line of Loop 12;**

28) THENCE North 45 degrees 25 minutes 34 seconds West, along the existing eastern right of way line of Loop 12, a distance of 133.66 feet to the POINT OF BEGINNING containing 2,252,352.24 square feet, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.