

**AMENDMENT NO. 14 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT**

IH 635 MANAGED LANES PROJECT

THIS AMENDMENT NO. 14 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("Amendment") is entered into and effective as of March 28, 2019 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:

RECITALS

A. TxDOT and Developer entered into a Comprehensive Development Agreement for IH 635 Managed Lanes Project, dated as of September 4, 2009 (as amended, supplemented and/or otherwise modified from time to time prior to the date hereof, the "CDA"), together with related agreements and amendments collectively referred to in the CDA as the "CDA Documents".

B. Amendments to the CDA include Amendment No. 13 to Comprehensive Development Agreement, IH 635 Managed Lanes Project, dated as of April 26, 2018 ("Amendment No. 13"), which, among other things, included an Attachment A setting forth an amended and restated Exhibit 13 to the CDA ("Exhibit 13").

C. TxDOT and Developer desire to amend certain provisions of Amendment No. 13.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TxDOT and Developer agree as follows:

1. Correction of and Modification to Amendment No. 13. Section 7 of Amendment No. 13 is hereby amended to read as follows:

(a) To offset TxDOT's risk under the transition plan, Developer agrees to remit to TxDOT on or prior to February 28, 2019 and on each January 31 thereafter (or the next Business Day if January 31 is not a Business Day) during the Term all savings of fees and charges for performance security that would be incurred under the NTTA Tolling Services Agreement during the calendar year in which such January 31 occurs absent giving effect to the amendments contemplated by this Amendment and the Performance Security Agreement.

(b) The amount of savings shall equal the annual amount of fees and charges for performance security indicated or assumed in the Base Case Financial Model for the forthcoming year, as set forth in Attachment B to this Amendment, minus the lesser of (i) the costs for performance security that NTTA is permitted to levy against Developer pursuant to Sections 8(b), (c) and (e) of the Performance Security Agreement or (ii) the costs for performance security that NTTA has actually levied against Developer pursuant to Section 8(b), (c) and (e) of the Performance Security Agreement. For the 2019 payment due date, (A) Developer shall remit to TxDOT an amount equal to \$752,000 less NTTA's costs to provide any letter of credit as performance security from January 1 through March 31, 2019, and (B) if necessary, after TxDOT receives such payment, the Parties will adjust the payment if NTTA's actual costs to provide such letter of credit increase due to a further extension of the Transition Plan Effective Date (other than any number of days of delay attributable to a failure of Developer as described in

Section 3(d)). For any year after 2019, Developer shall apply the amount under clauses (i) and (ii) above from the immediately preceding year; and the parties shall make a further adjustment promptly after the actual amounts under clauses (i) and (ii) above become known.

2. Amendment of Exhibit 13. Attachment 2 to Exhibit 13 is hereby amended to read as set forth after the signature page of this Amendment. For avoidance of doubt, the Appendices to Attachment 2 to Exhibit 13 are 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. For the avoidance of doubt, this Amendment shall constitute a CDA Document, including for purposes of Section 24.13 of the CDA.

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.

[Signature page follows]

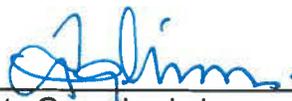
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

Developer

TxDOT

LBJ INFRASTRUCTURE GROUP LLC

TEXAS DEPARTMENT OF TRANSPORTATION

By: 
Name: Alberto Gonzalez Lalueza
Title: Chief Executive Officer

By: 
Name: James M. Bass
Title: Executive Director

By: 
Name: Luis Vazquez Morales
Title: Deputy Chief Executive Officer

Attachment 2

Performance Standards and Non-Compliance Points

Performance Standard	Standard	Points
Non-Compliance Deduction Related Non-Compliance Points		
1. Less than 5% of walk in customers at the “store front” kept waiting for greater than ten minutes before being seen by TxDOT staff, as demonstrated by statistically reliable random sampling each month. NOTE: This Performance Standard is not applicable unless storefront locations are in the Dallas area.	<5% greater than 10 mins.	4
2. Call Efficiency – 85/60 service level with greater than 85% of calls addressed in 60 seconds; 95/120 service level with greater than 95% of calls addressed in 120 seconds; and 99/300 service level with greater than 99% of calls addressed in 300 seconds.	> 85% in 60 sec; > 95% in 120 sec; > 99% within 300 sec	3
3. Customer service requests via TxDOT's Online CSC - greater than 85% resolved within three Business Days; and 100% resolved within five Business Days.	> 85% within 3 Business Days; 100% within 5 Business Days	3
4. Greater than 85% of customer service requests via email, facsimile, and postal mail resolved within three Business Days; and 100% of the requests resolved within five Business Days.	> 85% within 3 Business Days; 100% within 5 Business Days	2
5. Customer Service Hours – operating sales office with walk in customer service manned in-person Monday through Friday and on Saturday during the same published hours applicable for such service for TxDOT's other tolled facilities, excluding TxDOT-observed holidays. NOTE: This Performance Standard is not applicable unless storefront locations are in the Dallas area, and is not applicable to Saturdays unless and only so long as TxDOT's sales office operations are extended to Saturdays.		1
6. Customer Service Hours – manned telephone coverage Monday through Friday and on Saturday during the same published hours applicable for such service for TxDOT's other tolled facilities, excluding TxDOT-observed holidays, and 24 hour availability of interactive voice response (IVR) system. Faults to telephone line and/or IVR rectified as soon as possible but no later than within 24 hours, with the possible exception of faults outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control. NOTE: This Performance Standard is not applicable to Saturdays unless and only so long as TxDOT's call center operations are extended to Saturdays.	within 24 hours	1
7. 24X7 availability of secure customer access through TxDOT Online CSC (in English and Spanish) for account maintenance purposes (including opening an account, changing information on an account, viewing account status and statements, and replenishing an account balance, etc.). Faults that result in TxDOT Online CSC being unavailable (outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control) rectified as soon as possible but no later than within 24 hours.	within 24 hours	3
8. 24X7 availability to receive email. Faults to email availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control.	within 24 hours	1
9. 24X7 availability to receive facsimile. Faults to facsimile availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control.	within 24 hours	1
10. Call abandon rate less than or equal to 4%.	< or = 4%	2
11. 96% of escalations received via the Service Recovery Process receive a response within one Business Day.	96%	2

Performance Standard	Standard	Points
12. 96% of Customer Service Specialists have at least two customer interactions monitored each month.	96%	3
13. The TxDOT Customer Service Center maintains a 80% or higher quality monitoring rating each month, based on evaluations using the quality monitoring form appended to this <u>Attachment 2</u> as <u>Appendix A</u> , as such form may be amended by TxDOT from time to time. Each such amendment to such form shall require consent from Developer, which shall not be unreasonably withheld. Provided TxDOT has furnished a copy of such amended form to Developer for Developer's review and comment at least 30 days before the effectiveness of the applicable amendment under this Performance Standard, Developer shall be deemed to have consented to such proposed amendment if Developer has not submitted to TxDOT its objection, together with any comments thereon, within ten days after Developer's receipt thereof.	>80%	3
14. TxDOT CSC Host Availability - TxDOT CSC Host available to receive information from Developer on a 24X7 basis (excluding scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control). Any fault that results in TxDOT CSC Host being unavailable (outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control) rectified as soon as possible but no later than within 24 hours.	24 hours	4
15. Reconciled monthly financial reports under <u>Section 14(a)</u> available by the 30th day following the month being reported upon.	30 days	4
16. Monthly Delinquent Payment Deduction report under <u>Section 14(d)</u> available by the 30th day following the month being reported upon.	30 days	4
17. Monthly Non-Compliance Deduction report under <u>Section 14(e)</u> available by the 30th day following the month being reported upon.	30 days	4
18. Determine and document disposition of 98% of customer disputes within five Business Days after notice of dispute received by telephone, by email, by written correspondence or in person. Rejection or request for further information due to insufficient information from customer constitutes a determination and disposition.	Within 5 Business Days	3
19. For customer disputes determined to require a refund of an overcharge, issue 99% of customer refunds (and mail if appropriate) within five Business Days after resolution of dispute.	Within 5 Business Days	3
20. For any customer correspondence requiring a written response, including requests for written receipts, greater than 85% provided a written response within three Business Days, and 100% provided a written response within five Business Days.	>85% within 3 Business Days; 100% within 5 Business Days	2
21. Where relevant and to the extent not already included in TxDOT reports to the Developer, provide Developer with reports as discussed under <u>Sections 14(f)</u> and <u>14(h)</u> .	N/A	5
22. TxDOT delivers to Developer such other information as Developer or any Lender may reasonably request (and that is reasonably available to TxDOT within the time frame for delivery contemplated for this Performance Standard) to operate the Project and to evaluate TxDOT's compliance with and performance of this Tolling Services Agreement.	Within 3 Business Days	1
23. TxDOT charges a User no more than once for a single Transaction submitted to TxDOT by Developer.	100%	3
24. TxDOT charges a toll no different from that identified by Developer.	100%	3