

AMENDMENT #1 TO COMPREHENSIVE DEVELOPMENT AGREEMENT
(LBJ CDA)

This AMENDMENT #1 TO COMPREHENSIVE DEVELOPMENT AGREEMENT (this "Amendment") is executed as of August 16, 2010, to be effective as of December 3, 2009, by and between LBJ INFRASTRUCTURE GROUP LLC ("Developer") and THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT").

A. Developer and TxDOT have executed that certain Comprehensive Development Agreement IH 635 Managed Lanes Project dated September 4, 2009 (as amended, the "CDA").

B. Developer and TxDOT desire to amend the CDA as provided herein.

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

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning given such terms in the CDA.

2. References. With the exception of Recital F in the CDA, all references in the CDA Documents to "Cintra Concesiones de Infraestructuras de Transporte, S.A." are hereby deleted and replaced with "Cintra Infraestructuras, S.A." Further, each use of the terms "Cintra" in the CDA Documents that in context originally referred to "Cintra Concesiones de Infraestructuras de Transporte, S.A." shall hereafter refer to "Cintra Infraestructuras, S.A."

3. Notices. Developer's address for notices under Section 24.12.2 of the CDA is hereby deleted and replaced with the following:

LBJ Infrastructure Group LLC
4100 McEwen Rd, Suite 110
Dallas, Texas 75244
Attn: Antonio Alvarez-Cedron
Telephone.: (972) 239-5000
Facsimile.: (972) 239-3512
E-mail.: acedron@lbjexpress.com

4. 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.


5. 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]

EXECUTED to be effective as of the date referenced above.

DEVELOPER:

LBJ INFRASTRUCTURE GROUP LLC

By: 
Name: ANTONIO ALVAREZ-CEDRON
Title: CEO

TxDOT:

**THE TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Name: _____
Title: _____

EXECUTED to be effective as of the date referenced above.

DEVELOPER:

LBJ INFRASTRUCTURE GROUP LLC

By: _____
Name: _____
Title: _____

TxDOT:

**THE TEXAS DEPARTMENT OF
TRANSPORTATION**

By: Amadeo Saenz, Jr.
Name: Amadeo Saenz, Jr. _____
Title: Executive Director _____