

**AMENDMENT NO. 7 TO  
COMPREHENSIVE DEVELOPMENT AGREEMENT**

**IH 635 MANAGED LANES PROJECT**

THIS AMENDMENT NO. 7 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("**Amendment**") is entered into and effective as of 10-18-2012, 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. TxDOT and Developer have agreed upon certain modifications and clarifications of the CDA provisions concerning the payment and performance security to be provided in connection with the Developer's System Integration Agreement.

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 16.2 of the CDA. Section 16.2 of the CDA is hereby amended by adding the following as a new Section 16.2.8:

16.2.8. Security for System Integration Work

Developer shall obtain payment and performance security for the Work performed pursuant to a System Integration Agreement between Developer and Kapsch TrafficCom IVHS Inc. ("**System Integration Security**"). The System Integration Security may be composed of a combination of P&P Letter of Credit, payment and performance bonds, and/or a parent guaranty or other corporate guaranty, all of which shall be in form and content acceptable to TxDOT, and which shall be equal in the aggregate to 100% of the amount of the Secured Work to be performed under the System Integration Agreement; provided, however, that for purposes of determining the System Integration Security amount, the Secured Work amount shall not include (a) routine maintenance including training, licensing and preparation of the manuals needed for operation activities; (b) design services; (c) project management planning services; (d) financing obligations; or (e) preliminary studies. Separate security equal to at least 10% of the System Integration Security amount shall be obtained by the Developer prior to releasing the System Integration Security, and shall remain in place for the duration of any warranty period under the System Integration Agreement.

- 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, 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.
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.

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

*Russell L. Espinoza*  
*CPDS*