

AMENDMENT NO. 13 TO
FACILITY CONCESSION AGREEMENT
SH 130, SEGMENTS 5 & 6 FACILITY

THIS AMENDMENT NO. 13 TO FACILITY CONCESSION AGREEMENT (this "Amendment") is entered into and effective as of May 30, 2014 between the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), and SH 130 Concession Company, LLC, a Delaware limited liability company ("Developer"), with reference to the following facts:

A. TxDOT and Developer entered into that certain Facility Concession Agreement dated as of March 22, 2007 (as amended, the "FCA"), together with related agreements collectively referred to in the FCA as the "FCA Documents." All capitalized terms used but not defined herein shall have the meanings set forth in the FCA.

B. TxDOT and Developer desire to amend Book 2 Technical Requirements of the FCA 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. Change to Section 2.4.2 of Book 2 (Technical Requirements) of the FCA. The first paragraph of Section 2.4.2 of Book 2 (Technical Requirements) of the FCA is hereby deleted in its entirety and replaced with the following:

"Wherever submittals are required by the FCA Documents, Developer shall furnish an electronic copy in accordance with Section 2.5 below and, upon written request from TxDOT, Convenience Hard Copies with original signatures."

2. Change to Section 7.2.10 of Book 2 (Technical Requirements) of the FCA. The following is hereby added at the end of Section 7.2.10 of Book 2 (Technical Requirements) of the FCA:

"The reporting requirements contained in Sections 7.2.10(2) through 7.2.10(5) shall not be applicable on a monthly basis after April 30, 2013, unless and until such time as additional right-of-way is required for the Facility in accordance with the terms of the FCA Documents. In lieu of such monthly reports, Developer shall submit ROW Tracker update reports in a form acceptable to TxDOT to reflect the occurrence of any changes for each parcel. Each ROW Tracker update report shall be submitted to TxDOT in electronic format within 30 days after the occurrence of the change that is the subject of the report. For changes that TxDOT does not directly participate in, Developer will provide written updates via email or other correspondence as necessary or appropriate to keep TxDOT informed as to the ROW status."

3. Change to Section 7.4.2 of Book 2 (Technical Requirements) of the FCA. The second and third paragraphs of Section 7.4.2 of Book 2 (Technical Requirements) of the FCA are hereby deleted and replaced with the following:

“Developer shall provide relocation services as needed to all displacees and shall be available to all displacees as needed to provide the relocation services in accordance with the terms of the FCA Documents, including the numbered items listed below in this Section 7.4.2.”

4. Change to Item 6 of Table 1: Monthly Report of Attachment 3 of Book 2 (Technical Requirements) of the FCA. The following sentence is hereby added at the end of the requirement specified under Item 6 of Table 1: Monthly Report of Attachment 3 of Book 2 of the FCA:

“The monthly reporting requirements contained in Item 6 of Attachment 3 of Book 2 shall not be applicable after April 30, 2013, unless and until such time as additional right-of-way is required for the Facility in accordance with the terms of the FCA Documents.”

5. Effectiveness of FCA Documents. Except as specifically amended hereby, the provisions of the FCA Documents, as previously amended by Amendments 1 - 12, are hereby confirmed without change.

6. Binding Effect of Amendment. This Amendment is entered into pursuant to Section 24.3 of the FCA, and shall be valid, effective and enforceable.

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:

SH 130 CONCESSION COMPANY, LLC

By: 

Javier Gutiérrez
Chief Executive Officer

TxDOT:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 

LtGen J.P. Weber, USMC (Ret)
Executive Director