

**AMENDMENT NO. 2 TO THE COMPREHENSIVE AGREEMENT RELATING TO
THE I-77 HOT LANES PROJECT**

This AMENDMENT NO. 2 TO THE COMPREHENSIVE AGREEMENT RELATING TO THE I-77 HOT LANES PROJECT (this "Amendment") is made and entered into as of March 27, 2015 by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, a department of the State of North Carolina ("NCDOT"), and I-77 MOBILITY PARTNERS LLC, a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, NCDOT and Developer entered into the Comprehensive Agreement Relating to the I-77 HOT Lanes Project, dated as of June 26, 2014, as amended (the "Comprehensive Agreement") pursuant to which NCDOT granted to Developer the exclusive right, and Developer accepted the obligation, to finance, develop, design, construct, operate and maintain the Project, and to toll the HOT Lanes in accordance with the CA Documents; and

WHEREAS, NCDOT and Developer desire to amend their respective rights and obligations under the Comprehensive Agreement, on the terms set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the respective meanings assigned to such term in the Comprehensive Agreement.

2. Amendment to Definition of Project Financing Deadline. The definition of Project Financing Deadline in Exhibit 1 of the Comprehensive Agreement is amended to read as follows:

"Project Financing Deadline means 325 days after the Effective Date, as such deadline may be extended pursuant to Section 4.1.3.2, Section 4.1.3.9 or Section 4.1.3.10 of the Agreement."

3. Amendment to NTP2 Conditions Deadline. The NTP2 Conditions Deadline in Exhibit 7 of the Comprehensive Agreement is amended to read as follows:

"NTP1 + 285 days"

4. Financial Close Security. The expiration date of the Financial Close Security shall be extended to May 31, 2015 and Developer shall be entitled to reimbursement from NCDOT for the additional fees charged by the issuer of the Financial Close Security for such extension.

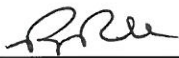
5. No Modification or Waiver. This Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision, right or obligation under the Comprehensive Agreement.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

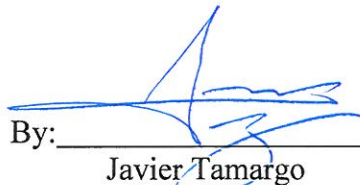
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IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Amendment on the date first written above.

**NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

By:  3/31/15
Rodger Rochelle
Authorized Representative

I-77 MOBILITY PARTNERS LLC

By:  3/27/2015
Javier Tamargo
Authorized Representative