

EXHIBIT 3
FORM OF LEASE
AND AMENDMENT TO LEASE

PROJECT LEASE
IH 635 Managed Lanes Project

by and between

TEXAS DEPARTMENT OF TRANSPORTATION
("TxDOT")

and

LBJ INFRASTRUCTURE GROUP LLC,
a Delaware Limited Liability Company
("Developer")

Dated _____, 20__

**PROJECT LEASE
IH 635 Managed Lanes Project**

This lease (the "Lease") is made and entered into as of _____, 20___, by and 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").

RECITALS

A. TxDOT and Developer have entered into that Comprehensive Development Agreement (IH 635 Managed Lanes Project) dated as of _____, 2009 (the "Agreement"). In the Agreement, to which a form of this lease constitutes Exhibit 3, TxDOT confers upon Developer certain rights to finance, develop, design, acquire, construct, use, toll, operate and maintain the Project described therein.

B. Pursuant to the Agreement, Developer has constructed the Project on the Project Right of Way described below, to which entry and/or other rights necessary for construction of the Project were granted by TxDOT to Developer pursuant to the Agreement.

C. TxDOT intends to lease the Project and the Project Right of Way, subject to restrictions in Section 1.2, to Developer, and Developer desires to lease the Project and the Project Right of Way from TxDOT, on the terms and conditions provided herein.

D. This Lease, together with all exhibits hereto, as originally executed or as it may from time to time be supplemented, modified or amended, is hereinafter referred to as the "Lease".

ARTICLE I

LEASE, PREMISES, TITLE AND TERM

Section 1.1. Lease of Premises. TxDOT hereby leases, lets, demises and rents to Developer, and Developer hereby leases and rents from TxDOT, all the real property described in Exhibit A attached hereto, together with all the improvements now or hereafter located thereon owned by TxDOT, including the portion of the Project thereon, subject to the exclusions and reservations set forth in Section 1.2 (the "Premises"), in accordance with the terms described herein.

Section 1.2. Exclusions and Reservations.

(a) The Premises, and Developer's leasehold estate hereunder, specifically exclude any and all Airspace. There are hereby reserved to TxDOT all rights to own, lease, sell, assign, transfer, utilize, develop or exploit the Airspace for purposes of pursuing Business Opportunities to the extent permitted under, and subject to the terms of, Section 11.2 of the Agreement; and Developer shall not engage in any activity respecting or infringing upon the Airspace. TxDOT hereby reserves a non-exclusive easement over the Premises for access to and from the Airspace for development, maintenance, repair, replacement, operation, use and

enjoyment of the Airspace for such purpose. (Airspace shall have the meaning provided in the Agreement.)

(b) TxDOT reserves the right to enter upon, possess, control and utilize the Premises with or without payment of compensation to Developer to the extent and only to the extent specifically permitted in the CDA Documents.

(c) TxDOT reserves the right to grant to other parties utility and other permits and easements and modifications thereto and rights of use to the extent and only to the extent provided in Sections 7.5.8 and 8.1.5 of the Agreement.

Section 1.3. Title. Fee title to the Premises is and at all times shall remain vested in TxDOT, subject to Developer's leasehold estate under this Lease.

Section 1.4. Term.

(a) The term of this Lease shall commence upon the Operating Commencement Date that first occurs and shall continue until the date that is 52 years after the Effective Date.

(b) The term of this Lease is subject to earlier termination in accordance with the Agreement. Termination of the Agreement in accordance with its terms shall automatically result in termination of this Lease, as provided in Section 19.6 of the Agreement.

(c) The term of this Lease may be extended only as provided in the Agreement.

(d) Developer agrees and acknowledges that neither the signing of this Lease nor its expiration or earlier termination for any reason shall entitle Developer to assistance under Texas Property Code Section 21.046, Texas Administrative Code Section 43, Chapter 21, subchapter G, Texas Transportation Commission Minute Orders 65168 and 78183, and any amendments thereto, or under the Uniform Relocation and Assistance and Real Property Acquisition Policies Act, as amended, 42 U.S.C. Sections 4651 et seq. and any amendments thereto.

ARTICLE II

RENT, TAXES, OTHER CHARGES

Section 2.1. Rent. As rent for the Premises, Developer shall pay to TxDOT the Revenue Payment Amount, as set forth in Section 5.3 of the Agreement and Part C of Exhibit 7 to the Agreement. Developer's payment obligations are subject to the terms of the Agreement.

Section 2.2. Taxes. TxDOT shall have no liability with respect to any real property or possessory interest tax imposed on Developer's interest in the Premises or any part thereof by any Governmental Entity, except to the extent specifically provided otherwise in the Agreement or resulting from TxDOT's exercise of its rights with respect to Business Opportunities.

Section 2.3. Other Charges. TxDOT shall have no liability with respect to any water, electric, gas, and other lighting, heating, power and utility charges accruing or payable in connection with Developer's use of the Premises during the term of this Lease, other than as paid in connection with a Compensation Event under the Agreement.

ARTICLE III

USE

Section 3.1. Use. During the term of this Lease, Developer shall use the Premises only for the purposes of performing the Work, holding the Project open for public use as a highway Project, and tolling the Project in accordance with the Agreement. Developer's right to perform the Work, hold the Project open for public use and toll the Project during the term of this Lease is hereby specifically permitted, authorized and granted by TxDOT. Such use shall be in accordance with and subject to the terms, provisions, conditions and limitations set forth in the CDA Documents.

Section 3.2. Mechanic's Liens.

(a) Developer acknowledges and agrees that neither TxDOT nor TxDOT's right, title and interest in and to the Project and Project Right of Way may or shall be subject to claims or liens for labor or materials in any way arising out of or relative to Developer's activities, including Design Work and Construction Work.

(b) In the event any lien for labor or materials is recorded upon TxDOT's interest in the Premises, Developer shall, within 60 days after obtaining knowledge thereof:

- (i) Record a valid release of lien;
- (ii) Procure and record a bond in such form and amount and issued by such surety as is required by applicable Laws to release TxDOT's interest in the Premises from the lien and from any action brought to foreclose the lien; or
- (iii) Deposit with a third party escrow agent reasonably acceptable to TxDOT sufficient cash to cover the amount of the subject lien claim, including interest and costs; under irrevocable, binding authorization and instructions for the escrow agent to pay out of such deposit to any subsequent judgment holder the amount of any judgment arising from litigation with regard to the subject lien. The giving of any contrary instructions by Developer shall be strictly prohibited and constitute a default by Developer hereunder.

ARTICLE IV

ASSIGNMENT, SUBLETTING AND CHANGE IN CONTROL

Section 4.1. Assignment by Developer.

(a) Developer shall not voluntarily or involuntarily sell, assign, convey, transfer, pledge, mortgage or otherwise encumber its interests in this Lease or the Premises except to the extent specifically permitted under Article 21 of the Agreement.

(b) Developer shall not sublease or grant any other special occupancy or use of the Premises to any other Person except to the extent specifically permitted under Article 21 of the Agreement.

(c) Developer shall not voluntarily or involuntarily cause, permit or suffer any Change in Control except to the extent specifically permitted under Article 21 of the Agreement.

Section 4.2. Assignment by TxDOT. TxDOT may transfer and assign its rights, title and interests in the Agreement, this Lease and other CDA Documents as provided in Section 21.4 of the Agreement.

Section 4.3. Notice and Assumption. Assignments and transfers permitted under Section 4.1 shall be effective only upon TxDOT's receipt of written notice of the assignment or transfer and a written recordable assumption by the transferee (except as otherwise provided in Section 21 of the Agreement) in form and substance set forth in Section 21.5 of the Agreement.

ARTICLE V

ENCUMBRANCE AND LENDER RIGHTS

Section 5.1. Funding Agreements and Security Documents. The rights of Developer to mortgage, pledge, hypothecate, deed in trust or assign to any Lender Developer's interest in the leasehold estate created by this Lease, are set forth in, and subject to the terms and conditions of, Article 4 of the Agreement.

Section 5.2. Lenders' Rights. Any Lender that holds a Funding Agreement and Security Document and satisfies the conditions and limitations set forth in Section 20.1 of the Agreement shall have and retain the rights specified in Article 20 of the Agreement, which rights, including Lender third party beneficiary rights, are, without duplication, applicable to this Lease.

ARTICLE VI

QUIET ENJOYMENT

Section 6.1. Quiet Enjoyment. Except as expressly provided otherwise by, and subject to all the terms and conditions of, this Lease and the other CDA Documents, TxDOT covenants that (a) Developer may quietly and peaceably hold, occupy, use and enjoy the Premises for the Term without ejection or interference by TxDOT or any Person claiming by, through or under TxDOT, and (b) TxDOT will protect and defend Developer's right to possession, control and operation of the Premises as provided in this Lease and CDA Documents against the claims of any Person claiming by, through or under TxDOT.

Section 6.2. Right of Entry. Developer shall permit TxDOT, the Independent Engineer and their respective authorized agents, employees, representatives, contractors and subcontractors to enter upon the Premises for any purpose relating to TxDOT's or the Independent Engineer's rights or obligations under the CDA Documents or Independent Engineer Agreement or under any other circumstances specified in this Lease and/or the other CDA Documents, including but not limited to the following:

(a) Entry upon the Premises to monitor, inspect and audit the same and Developer's activities as provided in the CDA Documents; and

(b) TxDOT's right to enter upon the Premises in the exercise of any of its remedies under Section 17.3 of the Agreement or upon effective termination of the Agreement.

No such exercise of the right of entry or loss of use of the Premises by reason thereof shall be compensable, except to the extent of any Compensation Amount or Termination Compensation that may be owing pursuant to the Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The events constituting a default of Developer under this Lease shall consist of:

(a) Failure by Developer to timely pay to TxDOT monies due and payable to TxDOT hereunder;

(b) Failure by Developer to observe and perform any covenant, term or condition required to be observed or performed by Developer under this Lease; and

(c) Each and every other Developer Default set forth in Section 17.1.1 of the Agreement.

For each of the above events constituting a default of Developer under this Lease, Developer shall be entitled to notice of default and opportunity thereafter to cure to the extent provided in the Agreement.

Section 7.2. Remedies of TxDOT. TxDOT's rights and remedies with respect to any default by Developer under this Lease shall be exclusively governed by the Agreement. In no event shall TxDOT have the right to terminate this Lease prior to termination of the Agreement in accordance with its terms.

Section 7.3. No Double Recovery. The double counting of a remedy because a default is simultaneously a default under this Lease and the Agreement is contrary to the intent of the Parties.

ARTICLE VIII

SURRENDER ON TERMINATION

On the Termination Date, this Lease shall terminate and Developer shall surrender possession and control of the Premises to TxDOT in accordance with all provisions of the CDA Documents, including but not limited to Sections 8.10 and 8.11 and Article 19 of the Agreement.

ARTICLE IX
MISCELLANEOUS

Section 9.1. Relationship of Parties. The relationship of Developer to TxDOT under this Lease shall be one of lessee to lessor, and not of agent, partner, joint venturer or employee; and TxDOT shall have no rights to direct or control the activities of Developer or any Developer-Related Entity. Officials, employees and agents of TxDOT, including its Authorized Representative, shall in no event be considered employees, agents, partners or representatives of Developer or any Lender.

Section 9.2. Waiver. All the provisions respecting waiver of rights, obligations and remedies set forth in Section 24.4 of the Agreement are hereby incorporated herein by reference and made a part hereof.

Section 9.3. Third Parties. Nothing in the provisions of this Lease is intended to create duties or obligations to or rights in third parties not a party to this Lease, except for Lenders to the extent provided herein and in the Agreement, or to affect the legal liability of either Party by imposing any standard of care respecting duties and obligation different from the standard of care imposed by Law.

Section 9.4. Notices. All notices, authorizations and other communications required under this Lease between TxDOT and Developer shall be given as provided in Section 24.12 of the Agreement.

Section 9.5. Agreement Controls. The provisions of the Agreement shall apply to this Lease in the same manner as to the Agreement and are incorporated herein by reference. All capitalized terms used but not defined herein shall have the respective meanings given them in the Agreement.

Section 9.6. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of TxDOT and Developer and their permitted successors, assigns and legal representatives.

Section 9.7. No Brokers. Each Party represents and warrants that it has not dealt with any real estate broker or agent or any finder in connection with this Lease.

Section 9.8. Disputes and Governing Law and Venue. All Claims and Disputes arising under this Lease shall be resolved according to Sections 17.7 and 17.8 of the Agreement. This Lease shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts executed and to be performed within such State.

Section 9.9 Counterparts. This instrument 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 instrument.

Section 9.10. Severability. If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either Party hereunder, shall be held to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforceable to the fullest

extent permitted by Law. The Parties intend and agree that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, the dispute resolution body shall supply as a part of this Lease an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease in two original counterparts on the date first written above.

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: Amadeo Saenz, P.E.
Title: Executive Director

DEVELOPER

LBJ INFRASTRUCTURE GROUP LLC,
a Delaware limited liability company

By: _____
Name: Carlos Ugarte
Title: Authorized Representative

By: _____
Name: Joseph Aiello
Title: Authorized Representative

**AMENDMENT TO PROJECT LEASE
IH 635 Managed Lanes Project**

This Amendment to Lease (the "Amendment") is made as of _____, 20___, by and 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").

RECITALS

A. TxDOT and Developer executed a Project Lease dated _____, 20___ (the "Lease"), covering certain premises that are a part of the IH 635 Managed Lanes Project and the Project Right of Way, and described in Article I of the Lease (the "Premises").

B. TxDOT and Developer desire to amend the Lease as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, TxDOT and Developer hereby amend the Lease as set forth below:

AGREEMENT

Section 1. Definitions. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Lease.

Section 2. Amendment of Premises. There is hereby added to the Premises under the Lease all the real property described in Exhibit A attached hereto, together with all the improvements now or hereafter located thereon owned by TxDOT, including the portion of the Project thereon, subject to the exclusions and reservations set forth in Section 1.2 of the Lease (the "Added Premises"). TxDOT hereby leases, lets, demises and rents to Developer, and Developer hereby leases and rents from TxDOT, the Added Premises, on and subject to all the terms and conditions set forth in the Lease. Wherever the term "Premises" is used in the Lease, it is hereby deemed to include and refer to the Additional Premises.

Section 3. No Further Amendments. Except as expressly modified by this Amendment, all provisions of the Lease, as the same may have been amended prior to this Amendment, are hereby ratified and confirmed and shall remain in full force and effect.

Section 4. Counterparts. This instrument 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 instrument.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease in two original counterparts on the date first written above.

[Signature Page Immediately Follows]

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: Executive Director

DEVELOPER

LBJ INFRASTRUCTURE GROUP LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

After recording return document to:

Attn: _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this ____ day of _____, 20__ by and 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").

Witnesseth:

1. TxDOT and Developer have this day entered into a Lease (the "Lease") and on _____, 20__ TxDOT and Developer entered into a related Comprehensive Development Agreement, IH 635 Managed Lanes Project (the "Agreement"). Under the Lease Developer has agreed to, and does hereby, lease from TxDOT, and TxDOT has agreed to, and does hereby, lease to Developer, on the terms and conditions set forth in the Lease, the premises in the County of Dallas in the State of Texas legally described in Exhibit A attached hereto and made a part hereof, all for the purpose described in the Lease and Agreement of financing, developing, constructing, operating and maintaining the Project on the Project Right of Way as described and defined in the Lease and Agreement. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

2. The Lease sets forth the names and addresses of the parties thereto.

3. The term of the Lease for the property described in Exhibit A attached hereto commences upon the Operating Commencement Date that first occurs and shall continue until the date that is 52 years after the Effective Date.

4. The term of the Lease is subject to earlier termination in accordance with the Agreement. Termination of the Agreement in accordance with its terms shall automatically result in termination of the Lease, as provided in Section 19.6 of the Agreement. The term of this Lease may be extended only as provided in the Agreement.

5. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Memorandum of Lease on the date first written above, for the purpose of providing an instrument for recording.

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: Amadeo Saenz, P.E.
Title: Executive Director

DEVELOPER

LBJ INFRASTRUCTURE GROUP LLC,
a Delaware limited liability company

By: _____
Name: Carlos Ugarte
Title: Authorized Representative

By: _____
Name: Joseph Aiello
Title: Authorized Representative

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me on the
oath of _____ or through _____ (description
of identity card or other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me on the
oath of _____ or through _____ (description
of identity card or other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

STATE OF TEXAS)

) ss.

COUNTY OF _____)

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

After recording return document to:

Attn: _____

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE is made this ____ day of _____, 20__ by and 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").

Witnesseth:

1. TxDOT and Developer entered into a Memorandum of Lease dated _____, 20__ and recorded on _____, 20__ in the official public records of the County of Dallas in the State of Texas as Document No. ____ (as the same may have been previously amended of record, the "Memorandum of Lease").

2. The premises subject to the Lease are hereby amended by adding the real property described in Exhibit A attached hereto.

3. Except as expressly amended hereby, the Memorandum of Lease remains unchanged and in full force and effect.

4. In the event of any conflict between the terms of this Amendment to Memorandum of Lease and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment to Memorandum of Lease on the date first written above, for the purpose of providing an instrument for recording.

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: Executive Director

DEVELOPER

LBJ INFRASTRUCTURE GROUP LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me on the
oath of _____ or through _____ (description
of identity card or other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me on the
oath of _____ or through _____ (description
of identity card or other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer),
on this day personally appeared _____, known to me (or proved to me on the
oath of _____ or through _____ (description
of identity card or other document) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature