

AMENDMENT NO. 4 TO COMPREHENSIVE DEVELOPMENT AGREEMENT

(North Tarrant Express Concession CDA)

THIS AMENDMENT NO. 4 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("Amendment") is entered into and effective as of September 1, 2011 between the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), and NTE Mobility Partners LLC, a Delaware limited liability company ("Developer"), with reference to the following facts:

A. Developer and TxDOT entered into that certain Comprehensive Development Agreement for a Concession North Tarrant Express Facility dated June 23, 2009 (as amended, supplemented and modified to date, 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. Facility Trust Agreement. On or about the date hereof, the Facility Trust Agreement has been amended pursuant to an Amended and Restated Facility Trust Agreement. All references in the CDA Documents (including in this Amendment No. 4) to the Facility Trust Agreement are deemed to refer to the Amended and Restated Facility Trust Agreement.

2. Amendment to Exhibit 7, Part C, Section 1. Part C, Section 1 of Exhibit 7 is amended to read in its entirety as follows:

"1. Public Funds Amount

TxDOT shall pay to Developer, as reimbursement pursuant to Section 2.2.2 of the Agreement, the amount of \$570 million (the "Public Funds Amount") in accordance with this Part C. TxDOT may elect from time to time to deposit all or any portion of the Public Funds Amount with the trustee under the Facility Trust Agreement and to direct such trustee to make payments of the Public Funds Amount to Developer in the manner specified in the Facility Trust Agreement. The Public Funds Amount is not subject to change for any reason whatsoever, except the market interest rate adjustment described in Section 4.1.4.5 of the Agreement."

3. Amendment to Exhibit 7, Part C, Section 5.3. Part C, Section 5.3 of Exhibit 7 is amended to read in its entirety as follows:

5.3 Within 30 days after receipt by TxDOT of each complete Payment Request, TxDOT will pay Developer, or direct the trustee under the Facility Trust Agreement to pay Developer, from the Public Funds Account (as defined in the Facility Trust Agreement), the amount of the Payment Request approved for payment, subject to the Maximum Payment Curve (see Section 5.4 of this Part C), less any amounts owing to TxDOT by Developer.

4. Amendment to Exhibit 7, Part C, Section 5.5. Part C, Section 5.5 of Exhibit 7 is amended to read in its entirety as follows:

5.5 If TxDOT receives a copy of a sworn notice of claim from a Claimant that complies on its face with Section 16.2.4.2 of the Agreement, together with a proof of delivery thereof to the Prime Contractor and Collateral Agent, then TxDOT may withhold, or direct the trustee under the Facility Trust Agreement to withhold, from any Payment Request by Developer an amount necessary to pay 50% of such claim, provided, however, that in no event shall TxDOT be entitled to withhold, or direct the trustee under the Facility Trust Agreement to withhold, under this Section 5.5 an amount greater than 10% of any Payment Request (without taking into account such withholdings), and TxDOT shall not be entitled to withhold, or direct the trustee under the Facility Trust Agreement to withhold, any amount that exceeds the 10% limitation from a subsequent Payment Request. For the avoidance of doubt, the cumulative withholdings from Payment Requests shall not exceed 50% of the claim. TxDOT may withhold, or direct the trustee under the Facility Trust Agreement to withhold, such amount immediately on receipt of the sworn notice of claim and proof of delivery, without regard to whether the claim is or becomes contested. TxDOT shall release, or direct the trustee under the Facility Trust Agreement to release, any withheld funds to Developer, without interest, within ten days after (a) receipt of proof of final resolution and discharge of the claim, or (b) payment by TxDOT, or receipt of proof of payment by the Collateral Agent, of the claim out of a P&P Letter of Credit.

5. CDA in Full Force and Effect. As expressly amended by this Amendment No. 4, the CDA, as previously amended, remains unchanged and in full force and effect. To the extent of any conflict between the CDA and this Amendment No. 4, this Amendment No. 4 shall govern.

6. Counterparts. This Amendment may be executed (a) 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 (b) 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.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment No. 4 as of the date first above written.

Developer

TxDOT

NTE MOBILITY PARTNERS LLC

TEXAS DEPARTMENT OF TRANSPORTATION

By: 
Name: Belen Marcos
Title: Chief Executive Officer

By: _____
Name: John Barton
Title: Interim Executive Director

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