AMENDMENT NO. 14 TO
COMPREHENSIVE DEVELOPMENT AGREEMENT
FOR A CONCESSION
NORTH TARRANT EXPRESS FACILITY

THIS AMENDMENT NO. 14 TO COMPREHENSIVE DEVELOPMENT AGREEMENT ("Amendment") is entered into and effective as of January 24, 2020 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:

RECITALS

A.   TxDOT and Developer entered into that certain Comprehensive Development Agreement for a Concession, North Tarrant Express Facility, dated as of June 23, 2009 (the "**CDA**"), together with related agreements collectively referred to in the CDA as the "CDA Documents".

B.   TxDOT and Developer entered into that certain Amendment No. 7 to the CDA, dated as of December 3, 2013 ("Amendment No. 7") pursuant to which Developer has been using for the Facility the HOV Registration and Declaration System for detecting, registering and communicating vehicle occupancy status.

C.   The Regional Transportation Council of the North Central Texas Council of Governments has adopted a policy, for all tollroads within its jurisdiction, to implement a new HOV detection, registration and verification system developed by Carma Technology Corporation to replace the HOV Registration and Declaration System.

D.   TxDOT and Developer desire to amend the CDA Documents to address the terms and conditions for the transition from the HOV Registration and Declaration System to the Carma HOV Clearinghouse System and use of the Carma HOV Clearinghouse System for the Facility.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy 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 and Amendment No. 7.

2.   Amendment to Exhibit 1 of the CDA.

(a)   Exhibit 1 to the CDA is amended by revising the definition of **HOV Discount Period** as follows:

HOV Discount Period means the period commencing on the first Service Commencement Date and extending until June 30, 2030, or such sooner date as determined by TxDOT in accordance with the regional toll policies established by the Regional Transportation Council.

(b)   Exhibit 1 to the CDA is amended by adding the following new definitions:

Carma HOV Clearinghouse System means the technology deployed by Carma Technology Corporation to detect, register and verify HOVs using tolled lanes within the territorial jurisdiction of the Regional Transportation Council of the North Central Texas

Council of Governments, having the major features set forth in Exhibit A to Amendment No. 14 to the CDA.

Carma Occupancy Declaration Interface Control Document and Business Rules ("Carma ICD") means the interface control document and business rules prepared by Carma and approved by the NCTCOG, TxDOT, NTTA and Developer for interface with and operation of the Carma HOV Clearinghouse System, Version 1.2.1, dated December, 2019, as such document may be amended in writing from time to time.

Carma User Tag Set means a customer list generated by the Carma HOV Clearinghouse System identifying all customers who have registered their vehicle license plates and transponder identification numbers with Carma and have been validated against the TxDOT provided NTTA Tag Validation List.

Communications Plan means the marketing communications plan which Carma will use for communicating with current and potential HOV customers about the Carma HOV Clearinghouse System.

Switchover Date means the date upon which the Carma HOV Clearinghouse System will be activated for use in the production environment to identify and verify HOV customers in replacement of the HOV Registration and Declaration System.

Transition Period means the period of time between June 11, 2019 (the date TxDOT issued a Directive Letter to LBJ Infrastructure Group for transitioning to the Carma HOV Clearinghouse System) up to and including the Switchover Date.

3.   Amendment to Exhibit 4, Section G.1.c of the CDA. As of the Switchover Date, clauses (vii), (viii) and (ix) in Section G.1.c of Exhibit 4 to the CDA (as set forth in Amendment No. 7) are replaced by the following, provided that such clauses as they existed prior to the Switchover Date shall continue to apply with respect to the HOV Registration and Declaration System until all reporting required by such clauses is completed:

vii)   A monthly report providing daily detail of the Carma User Tag files from Carma. This includes format type, name of the file, date and time the file is received, and the total detail record count within the file.

viii)   A monthly report providing daily summary of the total quantity of transactions submitted to Carma for occupancy validation. The report will include the date the occupancy requests were sent to Carma, the total number of occupancy requests sent to Carma and identify the number of SOV, HOV and Forced (as defined within the Carma ICD) responses associated with this data.

ix)   A monthly report providing daily summary of the total quantity of HOV occupancy eligible discounted transactions submitted to NTTA for processing.

x)   At the request of TxDOT, Developer shall provide an Excel or CSV. file of all toll transactions submitted for occupancy validation to Carma that have a transaction date up to 45 days from the request date. This file shall include the following: transaction date and time, transaction ID, tag agency and tag ID, license plate number, license plate state, occupancy result, CUTS file name.

4.   Amendment to Exhibit 4, Section G.1.e of the CDA. As of the Switchover Date, Exhibit 4, Section G.1.e of the CDA (as set forth in Amendment No. 7) is amended to read as follows, provided that Section G.1.e of the CDA as it existed prior to the Switchover Date shall continue

to provide TxDOT the rights stated therein with respect to the HOV Registration and Declaration System:

e)   TxDOT shall have the right (but not the obligation) to perform or have performed activities to enforce the valid use of the Carma HOV Clearinghouse System and to validate the entitlement of Users to the HOV discount, including by providing policing services, audit, or other means. Developer shall provide assistance to TxDOT in accordance with Section 21.3.1.4 of the Technical Provisions.

5.   Amendment to Exhibit 18, Attachment 1, Ref. 59, of the CDA.   As of the Switchover Date, CDA Exhibit 18, Attachment 1, Ref. 59 is amended to read as follows:

Deliver a monthly report(s) to TxDOT and/or Independent Engineer, on or before the end of the following month, that meets the requirements of Section G.1.c. clauses (v) – (ix) in Exhibit 4 to the Agreement, and within 20 days after receipt of TxDOT's request, a report that meets the requirements in Section G.1.c clause (x) in Exhibit 4 to the Agreement.

6.   Amendment to Section 21.3.1.1 of the Technical Provisions (Book 2). As of the Switchover Date, Section 21.3.1.1 of the Technical Provisions (as set forth in Amendment No. 7) is amended to read as follows (provided that TxDOT's rights to HOV Transaction information and HOV declaration files under Section 21.3.1.1 of the Technical Provisions as it existed prior to the Switchover Date shall continue to apply until TxDOT receives all such information and files):

21.3.1.1 Mainline Tolling

Section 21.3.1.1 of Book 3 is replaced with the following:

Mainlane tolling (MT) shall be located such that all User vehicles using the managed toll lanes are assessed a toll. Developer's system shall assign the toll due based on: (1) the vehicle occupancy determined by the Carma HOV Clearinghouse System, (2) vehicle classification as determined in the lane, (3) the number of Toll Segments traveled during the trip, and (4) the User's time of passage through each Toll Segment's tolling zone.

7.   Amendment to Section 21.3.1.4 of the Technical Provisions (Book 2). As of the Switchover Date, Section 21.3.1.4 of the Technical Provisions (as set forth in Amendment No. 7) is amended to read as follows, and the first and fourth sentences of Section 21.3.1.4.1 are deleted, and 21.3.1.4.2 and 21.3.1.4.3 are deleted in their entirety:

21.3.1.4 Vehicle Occupancy

All Transactions for vehicles classified as Automobiles without trailers that do not receive clearance as an HOV via the Carma HOV Clearinghouse System shall be SOV Transactions provided, however, the Transactions will be processed in accordance with Section 7.2 of the Carma ICD.

Developer shall distinguish between SOV and HOV in the Managed Lanes at each tolling point through the use of the Carma HOV Clearinghouse System as provided for in the Carma ICD.

From and after the Switchover Date, Developer shall only use the Carma HOV Clearinghouse System to confirm HOV status and report HOV status to its tolling services Contractor. The HOV Registration and Declaration System will be discontinued as of the Switchover Date and transitioned to such uses as determined in the sole discretion of Developer, consistent with the terms of the CDA.

In order to utilize the Carma HOV Clearinghouse System, Developer shall design and operate its system so that it communicates seamlessly and bi-directionally with the Carma HOV Clearinghouse System as provided for in the Carma ICD.

Developer shall identify all HOV user Transactions as verified through the Carma HOV Clearinghouse System in its Transaction files transmitted to its tolling services Contractor. In addition, Developer shall transmit, or arrange for transmittal of, all valid HOV declaration files to TxDOT for HOV transactions occurring up to the Switchover Date. Those transmittals shall be through communication lines provided by TxDOT, either to a TxDOT designated host computer, or in case only one lane is added to the system, to that TxDOT designated gantry, at TxDOT's election. From and after the Switchover Date, Developer shall report HOV transactions to TxDOT as provided in Section G.1.c of Exhibit 4 to the CDA.

Developer shall coordinate and cooperate with TxDOT and the law enforcement agencies for the validation of the HOV discount.

8. <u>Amendment to Section 21.5 of the Technical Provisions (Book 2)</u>. As of the Switchover Date, Section 21.5 of the Technical Provisions is amended by deleting items 4 through 7 in Table 21-1 (added by Amendment No. 7) (provided that the deleted items 4 through 7 shall continue to apply with respect to performance of the HOV Registration and Declaration System prior to the Switchover Date).

9. <u>Global Amendment to CDA Documents</u>. As of the Switchover Date, the CDA Documents are amended to delete all provisions referencing obligations of Developer that are contingent upon the operation of the HOV Registration and Declaration System including without limitation those provisions added pursuant to Amendment No. 7 to the CDA.

10. <u>Effectiveness of CDA Documents</u>. 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.

11. <u>Binding Effect of Amendment</u>. 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.

12. <u>Modifications and Waivers</u>. This Amendment may be amended only by a written instrument duly executed by the Parties or their respective permitted successors or assigns under the CDA. No waiver of any term, covenant or condition of this Amendment shall be valid unless in writing and signed by the Party benefitted by the term, covenant or condition. The foregoing provisions shall not be construed to curtail or waive TxDOT's rights under the CDA to issue Directive Letters and Change Orders.

13. <u>Successors and Assigns</u>. This Amendment shall be binding upon and inure to the benefit of TxDOT and Developer and their permitted successors and assigns under the CDA.

14. <u>No Third Party Beneficiaries</u>. It is not intended by any of the provisions of this Amendment to create any third-party beneficiary hereunder or to authorize anyone not a Party hereto to maintain a suit pursuant to the terms or provisions hereof.

15. <u>Governing Law</u>. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

16. <u>Jurisdiction and Venue</u>. The Parties agree that the exclusive original jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of this Amendment shall be the district courts of Travis County, Texas.

17. <u>Entire Agreement</u>. This Amendment contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to such subject matter.

18. <u>Release</u>. In consideration of the mutual covenants and agreements contained in this Amendment, Developer fully, unconditionally and irrevocably releases TxDOT and its directors, officers, agents and employees from any Claims, Losses or other rights to compensation or other monetary relief or schedule relief, whether now known or unknown, arising out of or relating to the subject matter of this Amendment. Developer and TxDOT agree that the items, changes, terms and conditions described in this Amendment result in a zero net cost to both TxDOT and Developer and that there is no change to the schedule for the Project as a result of this Amendment.

19. <u>Counterparts</u>. 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 instrument.

WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the day and year first written above.
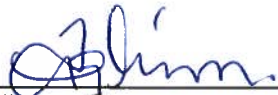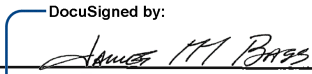
[Signature page immediately follows]

Developer

NTE MOBILITY PARTNERS SEGMENTS 3 LLC

By: _____

Name: Alberto Gonzalez Lalueza
Title: Chief Executive Officer

By: _____

Name: Luis Vazquez
Title: Deputy Chief Executive Officer

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____

Name: James M. Bass
Title: Executive Director

Exhibit A
Carma HOV Clearinghouse System
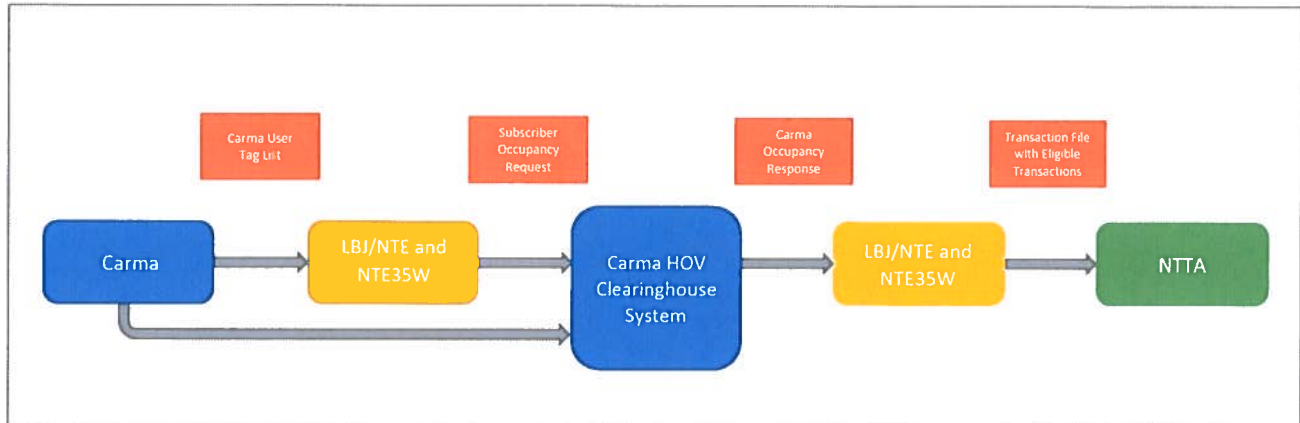
1.   Carma sends the Carma User Tag Set, containing all tags and plates of Carma customers to Developer in TVL format. Carma will send a full Carma User Tag Set and a Differential Carma User Tag Set at the respective frequencies stated in the most recent Carma Interface Control Document and Business Rules for the Carma HOV Clearinghouse System.

2.   Developer compares its transactions occurring during Developer's HOV discount periods against the most recent Carma User Tag Set, sending only the transactions which have a matching tag to the Carma HOV Clearinghouse System.

3.   The Carma HOV Clearinghouse System responds back to Developer with a numeric HOV occupancy value for each transaction received.

4.   Developer generates Transaction (TRX) files granting HOV status to the transactions that receive a HOV value of greater than 1 and sends to NTTA for processing.