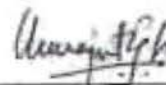


**CONSENT TO AMENDMENT NO. 3 TO THE CDA**

As of the date indicated below, pursuant to Section 20.2 of that certain Comprehensive Development Agreement for a Concession between Texas Department of Transportation and NTE Mobility Partners LLC dated as of June 23, 2009 (the "CDA"), the undersigned Authorized Representative of the Collateral Agent hereby consents to Amendment No. 3 to the CDA.



\_\_\_\_\_  
Name

**Charanjeet Singh**

\_\_\_\_\_  
Title

**Associate**

**5.23.2011**

\_\_\_\_\_  
Date

**AMENDMENT NO. 3 TO COMPREHENSIVE DEVELOPMENT AGREEMENT**  
**(North Tarrant Express Concession CDA)**

This AMENDMENT No. 3 TO COMPREHENSIVE DEVELOPMENT AGREEMENT (this "Amendment") is made as of JUNE 20, 2011, by and between NTE MOBILITY PARTNERS LLC ("Developer") and THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT").

Developer and TxDOT entered into that certain Comprehensive Development Agreement for a Concession North Tarrant Express Facility dated June 23, 2009 (as amended, the "CDA").

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. Definitions: Capitalized terms not otherwise defined herein shall have the meaning given such terms in the CDA.
2. Amendment to Exhibit 1:

A new definition of NEPA Parcels is added as follows:

**NEPA Parcels** means the 68 parcels impacted by the revisions to the Facility design in connection with the Finding of No Significant Impact (FONSI) for Segment 2, set forth in Exhibit 27 to the CDA.

Item (c) of the definition of TxDOT-Caused Delays is amended as follows:

**TxDOT-Caused Delays** means ...

(c) Failure or inability of TxDOT to make available to Developer a Facility Right of Way parcel or an Additional Property that TxDOT is to condemn as follows: (i) for parcels other than the NEPA Parcels, within 345 Days after the Developer files the petition for condemnation for the Right of Way parcel or the Additional Property as required by Section 7.4.4(8) of the Technical Provisions and (ii) for the NEPA Parcels, within 285 Days after the Developer submits a complete condemnation packet for the Right of Way parcel to TxDOT's ROW Administrator as required by Section 7.4.4(6) of the Technical Provisions, provided however that Developer completes the special commissioner's hearing within six months from the date it submits the condemnation packet. If the hearing is not completed within six months of Developer's submittal of the condemnation packet due to any reason not attributable to TxDOT, TxDOT has an extension of 90 Days from the original 285 Day deadline to make available the parcel. For purposes of this subsection (c) "make available" means that Developer shall have the right to take and maintain possession of the parcel for all purposes for the remainder of the Term in accordance with the CDA Documents, including commencement of construction, as the result of TxDOT's having secured a special commissioners' award through the eminent domain process or otherwise; or

3. New Exhibit 27 to the CDA: The "NEPA Parcels Chart" attached hereto as Attachment A is added as Exhibit 27 to the CDA.



4. Amendments to Book 2:

5.1 Section 7.2.4 of Book 2 is amended to read as follows:

In developing the Facility Schedule, Developer shall incorporate adequate time periods for TxDOT review and approval of Acquisition Packages. TxDOT intends to review the completed Acquisition Packages as expeditiously as possible; however, for the purposes of the Facility Schedule, Developer shall assume that the reviews performed by TxDOT will require 10 Business Days for Acquisition Packages that Developer submits as final and complete in accordance with Section 7.3.6 (Facility ROW Acquisition Package Approval), up to a maximum of ~~25-30~~ Acquisition Packages. Any Submittals that would require TxDOT to review more than ~~25-30~~ Acquisition Packages within any given ten Business Day period shall be considered excess, and TxDOT may defer its review of any such Acquisition Packages to a subsequent ten Business Day period (or periods as necessary). TxDOT will notify Developer of its election to defer any excess Acquisition Packages within ten Business Days after receipt. The balance of Acquisition Packages in excess of ~~25-30~~ will be rolled over to the next ten Business Day period and added to the Acquisition Package Submittals made by Developer in that period. When Developer opts to submit more than one Acquisition Package at any given time, Developer shall indicate the priority of required review

in order to meet the Facility Schedule.

5.2 Section 7.2.12 of Book 2 is amended to read as follows:

Paragraph 3. Not used. Replace Paragraph 4 in Section 7.2.12 of Book 3 with the following:

4. TxDOT will deliver the condemnation package to the Office of the Attorney General concurrent with the submission to the Texas Transportation Commission of a minute order request for an agenda item as set forth in Section 7.2.12(2). TxDOT will deliver the condemnation petition to Developer within 12 Business Days after the minute order is approved by the Texas Transportation Commission.

5. CDA in Full Force and Effect. As expressly amended by this Amendment the CDA remains in full force and effect. To the extent of any conflict between the CDA and this Amendment, this Amendment shall govern.
6. Counterparts. This Amendment may be executed (i) 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 (ii) 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.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date referenced above.

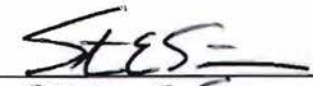
**DEVELOPER:**

**NTE MOBILITY PARTNERS LLC**

By:   
Belen Marcos CEO

**TxDOT:**

**THE TEXAS DEPARTMENT OF  
TRANSPORTATION**

By:   
Name: STEVEN E. SIMMONS  
Title: DEPUTY EXECUTIVE DIRECTOR

<b>Crossing Street</b>	<b>Parcel</b>
Brown Trail	549
	551
	553
	554
	713
	714
	715
Bedford Road	573
	574
	576
	577
	578
	579
	717
Forest Ridge	591
	592
	594
	596
	597
	681
Central Drive	609
	612
	615
	682
Industrial Blvd	672
Yates Rd	726
	727
Murphy Drive	627
	630