

**AMENDMENT NO. 10 TO COMPREHENSIVE DEVELOPMENT AGREEMENT**  
**(North Tarrant Express Concession CDA)**

This AMENDMENT No. 10 TO COMPREHENSIVE DEVELOPMENT AGREEMENT (this "Amendment") is made as of \_\_\_\_\_, 2015, 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 "Agreement").

Developer and TxDOT desire to amend the Agreement 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 Agreement.
2. New Definition in Exhibit 1 of the Agreement. Exhibit 1 of the Agreement is amended to include the following definition:

**Guarantee Period** means the period covered by the Guarantee Period Security described in Section 16.2.1.5 of this Agreement;

**Guarantee Period Security** means the Guarantee Period payment and performance bond provided by Design-Build Contractor pursuant to Section 16.2.1.5 of this Agreement.

3. Amendment to Section 16.2.1.5 of the Agreement. Section 16.2.1.5 of the Agreement is amended to read as follows:

Each P&P Letter of Credit shall comply with the provisions and requirements of Section 16.3.1 except as permitted or required otherwise under Section 16.2. Each P&P Letter of Credit shall be maintained (through extensions or replacements as provided in Section 16.3.1.2), in full force and effect at all times from the date of delivery until the date of its release in accordance with this Section 16.2.1.5. The P&P Letter of Credit shall be released, at no expense to TxDOT, on the date of Final Acceptance of the last Project Segment, provided that simultaneously with such release, a guarantee period payment and performance bond, securing the Design-Build Contractor's obligations for payment of claims and performance of any Work during the Guarantee Period, in a form reasonably satisfactory to TxDOT ("Guarantee Period Security"), in the amount of \$36,275,000, which is equal to two-and-a-half percent (2.5%) of the Design Build Contract price, shall be delivered to TxDOT by Design-Build Contractor. The Guarantee Period Security shall be maintained for the longer of (i) the warranty period under the Design-Build Contract, including any extensions for satisfactory completion of corrective work; or (ii) one year and ninety days from the date of Final Acceptance of the last Project Segment. ~~until (a) if provided by Developer, at least one year and 90 days after the date of Final Acceptance (as to the original Secured Work) or one year and 90 days after final acceptance of the Construction Work related to the subsequent Secured Work,~~

~~as applicable, or (b) if provided by the Design-Build Contractor or a prime Contractor, as provided in clause (a) above plus completion of any warranty period~~

4. Amendment to Section 16.2.1.6 of the Agreement. Section 16.2.1.6 of the Agreement is amended to read as follows:

16.2.1.6 TxDOT has determined, as permitted by Transportation Code, Section 223.205, that (a) the P&P Letter(s) of Credit and Guarantee Period Security identified in this Section 16.2 constitute security sufficient to (i) ensure the proper performance of the Developer's obligations for carrying out and completing the public work included in the Concession CDA; and (ii) protect TxDOT and Claimants with respect thereto, and (b) it is impracticable for a private entity to provide security in the amount described by subsection (b) of Transportation Code, Section 223.205.

5. Agreement in Full Force and Effect. As expressly amended by this Amendment the Agreement remains in full force and effect. To the extent of any conflict between the Agreement 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:  For  
Belen Marcos, CEO

**TxDOT:**

**THE TEXAS DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_