

AMENDMENT NO. 6 TO COMPREHENSIVE DEVELOPMENT AGREEMENT
(North Tarrant Express Concession CDA)

This AMENDMENT No. 6 TO COMPREHENSIVE DEVELOPMENT AGREEMENT (this "Amendment") is made as of December 11th, 2012, 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 Section 3.4 of Exhibit 18 of the CDA. Table 3.4-2 is hereby replaced in its entirety by the following table reflecting adjustments to the Excused Amount of Lane Rental Charges authorized by executed Change Orders 01 through 04:

Table 3.4-2 Excused Amount of Lane Rental Charges

Scope of Work Element	Period A (Weekday Peak Hours)	Period B (Weekday Off-Peak Hours)	Period C (Weekend Peak Hours)	Period D (Night- Time Hours)	Cumulative Total
Mandatory Scope	\$0.000m	\$0.000m	\$1.100m	\$2.720m	\$3.820m
Mandatory Scope - NEPA Changes (CO 01) ^A	\$0.000m	\$0.000m	\$0.342m		\$0.342m
Mandatory Scope and Subsegment C - O&M Activities (CO 02) ^B	\$0.000m	\$0.000m	\$0.000m	\$0.175m	\$0.175m
Mandatory Scope - Haltom Road (CO 03) ^C	\$0.000m	\$0.000m	\$0.200m	\$0.273m	\$0.473m
Mandatory Scope - Meacham Blvd (CO 04) ^D	\$0.000m	\$0.000m	\$0.000m	\$0.280m	\$0.280m
General Purpose Capacity Improvement	\$0.000m	\$0.000m	\$0.000m	\$0.000m	\$0.000m

IH35W Managed Lane Direct Connectors	\$0.000m	\$0.000m	\$0.000m	\$0.272m	\$0.272m
Interchange Capacity Improvement	\$0.000m	\$0.000m	\$1.100m	\$2.720m	\$3.820m
Subsegment A	\$0.000m	\$0.000m	\$0.880m	\$1.600m	\$2.480m
Subsegment B	\$0.000m	\$0.000m	\$0.880m	\$3.200m	\$4.080m
Subsegment C	\$0.000m	\$0.000m	\$0.880m	\$3.200m	\$4.080m
Subsegment C - East Terminus (CO 02) ^E	\$0.000m	\$0.000m	\$0.120m	\$0.161m	\$0.281m
Managed Lane Capacity Improvement - Subsegment A	\$0.000m	\$0.000m	\$0.000m	\$0.000m	\$0.000m
Managed Lane Capacity Improvement - Subsegment B	\$0.000m	\$0.000m	\$0.000m	\$0.000m	\$0.000m
Managed Lane Capacity Improvement - Subsegment C	\$0.000m	\$0.000m	\$0.000m	\$0.000m	\$0.000m

- A Amount applicable within full project limits during Period C and/or Period D
- B Amount applicable within full project limits for Operations and Maintenance activities
- C Amounts applicable on IH 820 between Beach St. and US 377 (Denton Highway)
- D Amounts applicable on northbound IH 35W between Meacham Blvd. and IH 820
- E Amounts applicable on SH 183 between Westpark Way and Industrial Blvd.

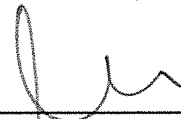
3. CDA in Full Force and Effect. As expressly amended by this Amendment the CDA remains in full force and effect. To the extent of any conflict between the CDA and this Amendment, this Amendment shall govern.
4. Counterparts. This Amendment may be executed (i) in multiple counterparts, and each counterpart 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: Phil Wilson
Title: Exec. Director, TxDOT