

## EXHIBIT 24

### FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Joinder Agreement") is made and entered into effective as of \_\_\_\_\_, 20\_\_ by and among the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), NTE Mobility Partners LLC, a Delaware limited liability company ("Developer"), and The Bank of New York Trust Company, N.A. (the "Custodian").

WHEREAS, TxDOT and Developer have entered into the certain Comprehensive Development Agreement dated \_\_\_\_\_, 2009 (the "CDA") pursuant to which Developer has agreed to construct and operate the North Tarrant Express Facility described therein (the "Facility");

WHEREAS, TxDOT and the Custodian have entered into the certain Master Lockbox and Custodial Account Agreement dated as of November 9, 2007 (the "Master Lockbox and Custodial Account Agreement");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TxDOT, Developer and the Custodian agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Joinder Agreement shall have the same meaning assigned to such terms in the Master Lockbox and Custodial Account Agreement. The following terms have the meaning set forth below:

"Facility Trust Agreement" means the Facility Trust Agreement dated as of \_\_\_\_\_, 2009, by and between Developer and the Facility Trustee, as it may be amended or modified from time to time and any replacement thereof that constitutes a Facility Trust Agreement under the CDA.

"Facility Trustee" means Wells Fargo Bank, N.A., as trustee under the Facility Trust Agreement or any successor thereto in such capacity.

2. Designation of Developer as "Beneficiary". TxDOT hereby designates Developer as a "Beneficiary" under the Master Lockbox and Custodial Account Agreement with respect to the Facility and toll revenues arising from the Facility which are at any time held by the Custodian under the Master Lockbox and Custodial Account Agreement and which under the terms of Section 19.10.4 of the CDA TxDOT is obligated to direct to be paid to the Facility Trustee, and the Custodian hereby acknowledges said designation, with the full rights, powers and benefits granted to a "Beneficiary" thereunder. On the date described in Section 19.10.11 of the CDA, Developer's rights as a Beneficiary shall cease and Developer shall deliver to the Custodian written notice of confirmation of termination of Developer's rights as a Beneficiary.

3. Agreements of TxDOT. TxDOT hereby covenants and agrees as follows:

(a) TxDOT will comply with the terms of the Master Lockbox and Custodial Account Agreement and perform the obligations of TxDOT specified in the Master Lockbox and Custodial Account Agreement, including but not limited to, the obligation of TxDOT to direct the Custodian to pay directly to the Facility Trustee any amount that is in respect of toll transactions on the Facility after the Termination Date under the CDA. TxDOT agrees that all funds that it instructs the Custodian to pay to the Facility Trustee shall be designated by the Custodian in its transmittal to the Facility Trustee as "Toll Revenues from Transponder Transactions or Video Transactions".

(b) TxDOT will enforce the Master Lockbox and Custodial Account Agreement in accordance with its terms and provisions and will not amend, modify or waive any of the terms and provisions thereof which would materially adversely affect the rights of Developer as a "Beneficiary" thereunder.

(c) TxDOT will not terminate or allow to expire in accordance with its terms the Master Lockbox and Custodial Account Agreement unless (i) TxDOT has executed a new Master Lockbox and Custodial Account Agreement with a replacement custodian on terms and conditions substantially similar to the Master Lockbox and Custodial Account Agreement, or (ii) the date described in Section 19.10.11 of the CDA has occurred.

(d) TxDOT shall deliver to Developer and the Collateral Agent a copy of all notices, certificates, and instructions delivered by or on behalf of TxDOT to the Custodian as and when delivered to the Custodian.

4. Agreements of Developer. Developer hereby covenants and agrees that it shall have no greater right or interest in and to the funds and accounts created pursuant to the Master Custodial Account Agreement than is provided in the CDA.

5. Agreements of Custodian. The Custodian hereby covenants and agrees as follows:

(a) The Custodian acknowledges that Developer is a "Beneficiary", as that term is used in the Master Lockbox and Custodial Account Agreement, entitled to the rights of a Beneficiary as provided thereunder, including Article VII thereof, and this Joinder Agreement constitutes a Joinder Agreement under the Master Lockbox and Custodial Account Agreement.

(b) The Custodian hereby acknowledges that Developer may from time to time enter into certain Financing Documents pursuant to which Developer has pledged its rights as a "Beneficiary" to secure its various obligations under or related to such Financing Documents. The Custodian acknowledges that the Secured Party acts as agent for various Persons in connection with the exercise of such Person's rights under the Financing Documents.

(c) The Custodian will transfer amounts required to be transferred to Developer as a Beneficiary under Section 2.03 of the Master Lockbox and Custodial Account Agreement to the Facility Trustee as follows or as otherwise from time to time instructed by the

Facility Trustee and shall designate such amounts at the time of each transfer as "Toll Revenues from Transponder Transactions or Video Transactions":

Name of Facility Trustee: Wells Fargo Bank, N.A.  
ABA: 121-000-248  
Account: 000-1038377  
BNF: Clearing Account  
F/F/C: (Name of Transaction)  
Attn: Jose Gaytan  
Telephone: (512) 344-7306

6. Agreements as to Toll Revenues. Each of TxDOT, the Custodian and Developer hereby acknowledges and agrees as follows.

(a) The Master Lockbox and Custodial Account Agreement and arrangements thereunder are intended to ensure that (i) toll revenues from operation of the Facility do not come into the possession of, or under the control of, TxDOT, the State of Texas, or any other governmental entity of the State of Texas, or become the assets or property of TxDOT, the State of Texas or any such other governmental entity that is subject to constraints imposed by principles of legislative or administrative appropriation, or to treatment as public funds, unless and until the portion of such toll revenues that TxDOT is entitled to receive pursuant to the terms of the CDA is actually distributed to TxDOT from funds deposited into the Master Custodial Accounts, and (ii) toll revenues from the operation of the Facility do not become payments, project savings, refinancing dividends or any other revenue under a comprehensive development agreement received by TxDOT or the Texas Transportation Commission for any purposes by virtue of their deposit into any Master Lockbox Account or Master Custody Account or the custodial arrangements evidenced by the Master Lockbox and Custodial Account Agreement.

(b) All toll revenue that accrues from the use of the Facility during the period this Joinder Agreement is in effect shall be subject to the respective rights and interests of TxDOT and Developer as set forth in the Facility Trust Agreement.

(c) To the extent provided in the Master Lockbox and Custodial Account Agreement, the Custodian will have dominion and control of all toll revenues from operation of the Facility for purposes of crediting and transferring such toll revenues from use of the Facility to the Facility Trustee for deposit as contemplated by the Facility Trust Agreement.

(d) If for any reason TxDOT receives any payment for any use of the Facility during the period this Joinder Agreement is in effect, all toll revenues that are part of such payment shall be deemed received by TxDOT merely as a bailee or agent for the Custodian and shall not constitute funds of TxDOT or the State of Texas or funds received by TxDOT or the Texas Transportation Commission as payments, project savings, refinancing dividends or any other revenue under a comprehensive development agreement, and TxDOT agrees to promptly remit such payments to the Custodian for handling in accordance with the terms of the Master Lockbox and Custodial Account Agreement.

(e) None of the Master Lockbox Accounts or Master Custody Accounts are accounts or subaccounts established pursuant to Transportation Code, Section 228.012.

7. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. DRP Governed Agreement. TxDOT and Developer agree that all disputes between them arising under this Joinder Agreement shall be subject to the Dispute Resolution Procedures under the CDA.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement by their officers thereunto duly authorized as of the day and year first written above.

**TxDOT**

**TEXAS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Developer**

**NTE MOBILITY PARTNERS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Custodian**

**THE BANK OF NEW YORK TRUST COMPANY,  
N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_