

AMENDMENT NO. 11 TO COMPREHENSIVE DEVELOPMENT AGREEMENT
(North Tarrant Express Concession CDA)

This AMENDMENT No. 11 TO COMPREHENSIVE DEVELOPMENT AGREEMENT (this "Amendment") is made as of August 11, 2016 by and between NTE MOBILITY PARTNERS LLC ("Developer") and THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT").

WHEREAS, 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").

WHEREAS, 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 Book 2 of the Technical Provisions.
 - 2.1. Section 1.2.3. of Book 2 is amended as follows:

“The Developer shall undertake the O&M work for all travel lanes and the Facility during the DB phase and following Service Commencement for the Term of the Agreement including the infrastructure existing prior to construction work. Developer is not responsible for operations and maintenance of roadways beyond the longitudinal limit of Work determined by the transition from UC, as applicable, to existing roadways. Developer is responsible for operations and maintenance of the Facility and all travel lanes within the limits shown in Attachment 1.2.3 – NTE Limits of Maintenance.” Nothing in this Section 1.2.3 is intended to limit the rights of a third party with authorization from TxDOT to construct, maintain, and repair a Related Transportation Facility that requires transition within the NTE Limits of Maintenance, in accordance with Section 11.1 of the Agreement.
 - 2.2. New Attachment 1.2.3 to Book 2: The “NTE LIMITS OF MAINTENANCE” attached hereto as Attachment A is added as Attachment 1.2.3 to Book 2.
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: 

Belén Marcos

Title: Chief Executive Officer

TxDOT:

**THE TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 

Name: James M. Bass

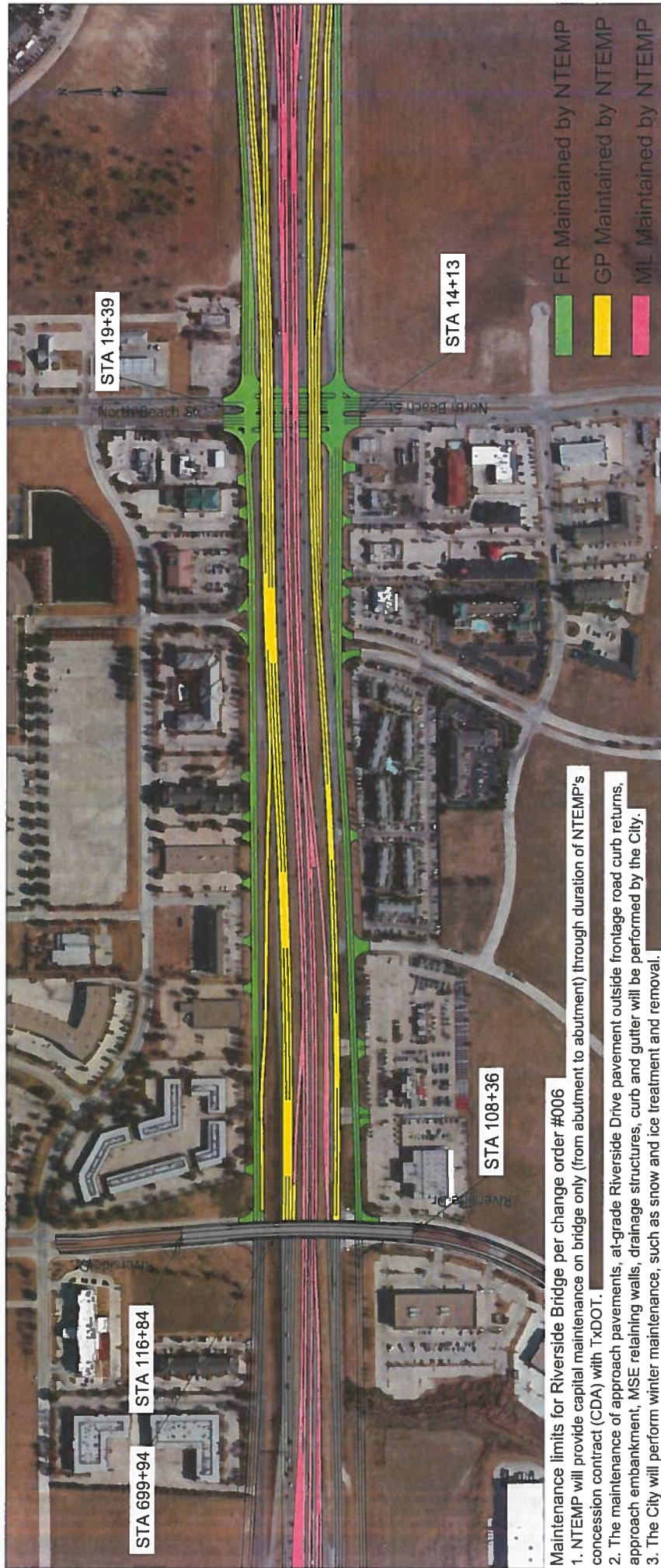
Title: Executive Director

ATTACHMENT A

ATTACHMENT 1.2.3 TO BOOK 2 OF THE TECHNICAL PROVISIONS

NTE LIMITS OF MAINTENANCE





Maintenance limits for Riverside Bridge per change order #006

1. NTEMP will provide capital maintenance on bridge only (from abutment to abutment) through duration of NTEMP's concession contract (CDA) with TxDOT.
2. The maintenance of approach pavements, at-grade Riverside Drive pavement outside frontage road curb returns, approach embankment, MSE retaining walls, drainage structures, curb and gutter will be performed by the City.
3. The City will perform winter maintenance, such as snow and ice treatment and removal.

- █ FR Maintained by NTEMP
- █ GP Maintained by NTEMP
- █ ML Maintained by NTEMP



STA 17+56

STA 10+41

Hoborn Rd.

Hoborn Rd.

- FR Maintained by NTEMP
- GP Maintained by NTEMP
- ML Maintained by NTEMP



STA 20+97

STA 15+82

Iron Horse Blvd.

Iron Horse Blvd.

FR Maintained by NTEMP

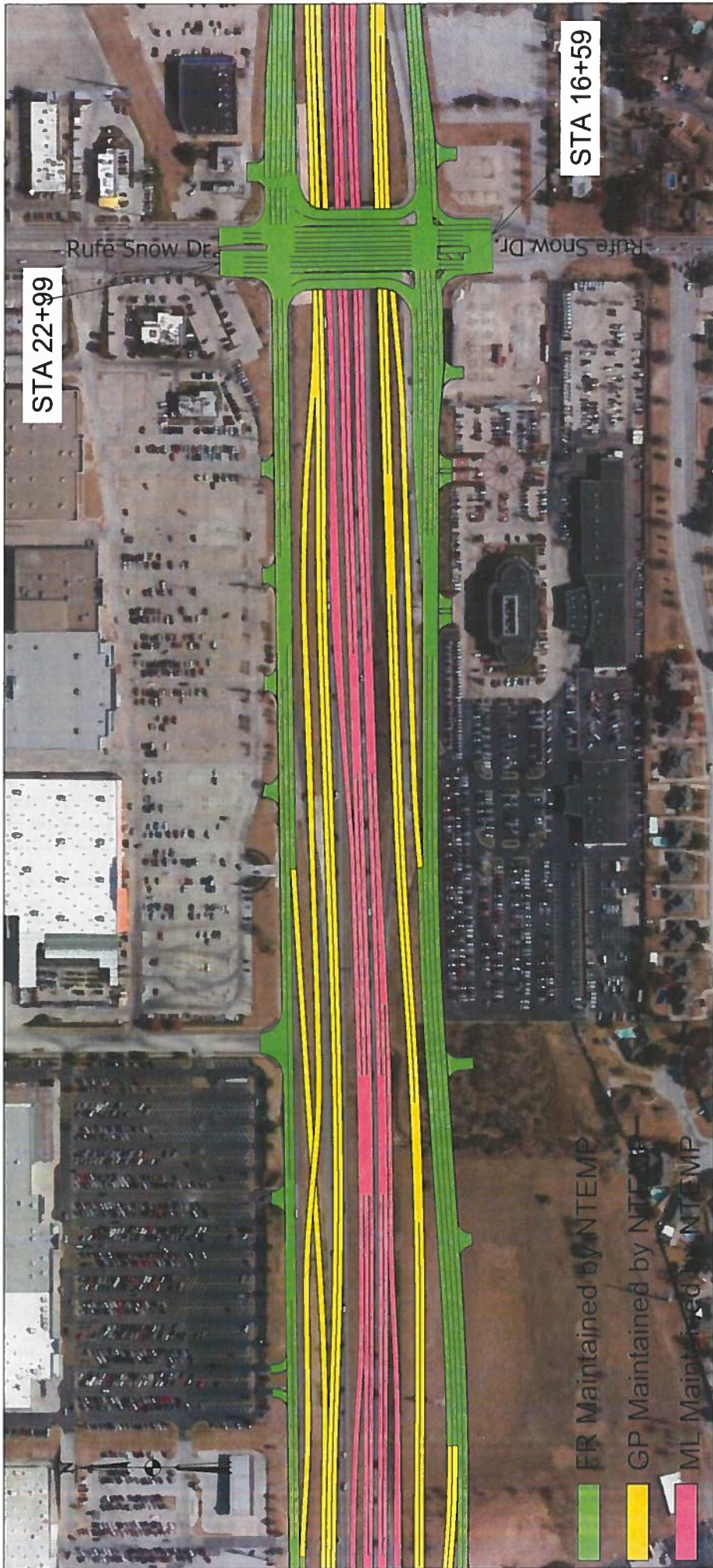
GP Maintained by NTEMP

MT Maintained by NTEMP

STA 22+35

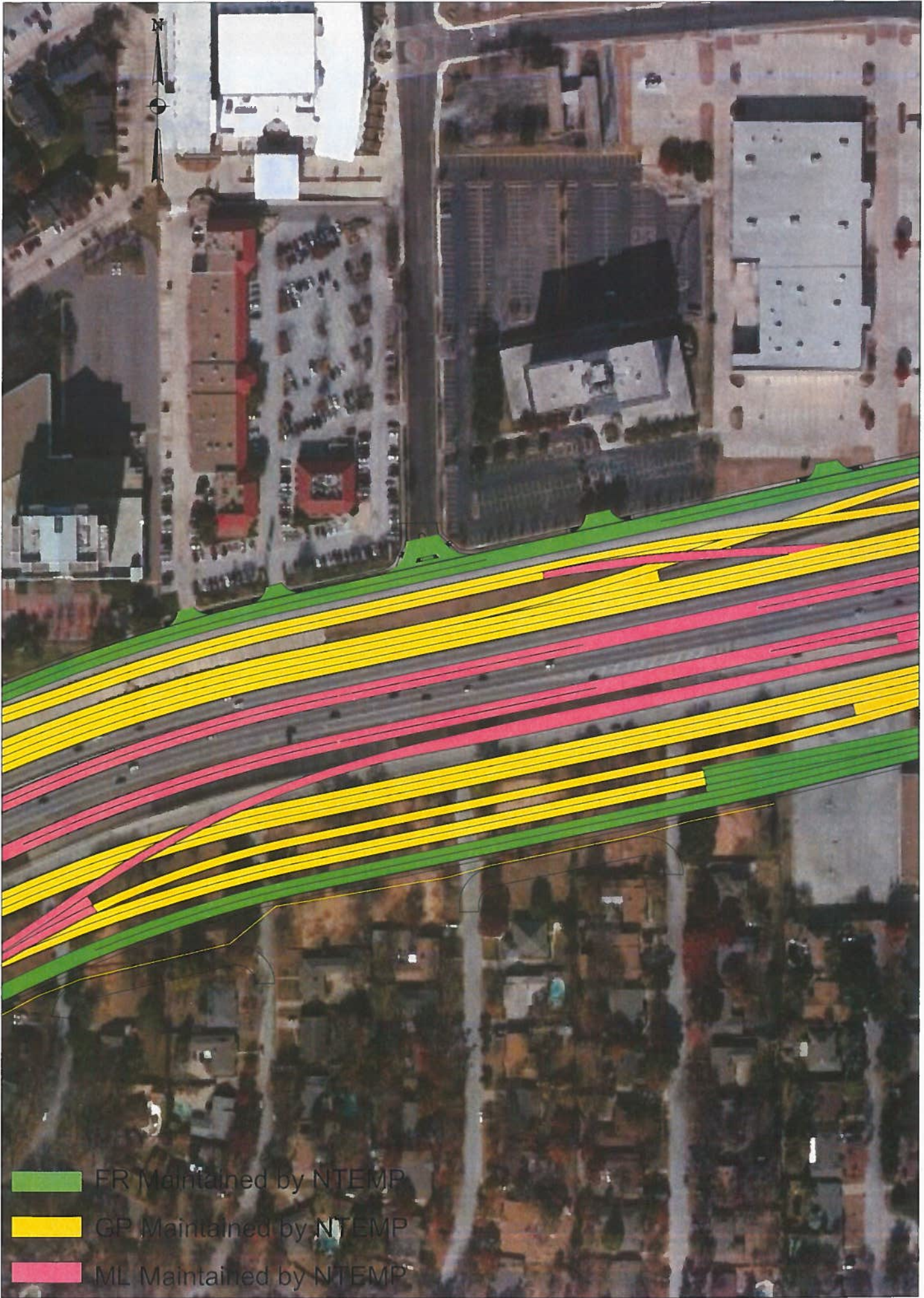
STA 12+00

US 377 / Denton Blvd.





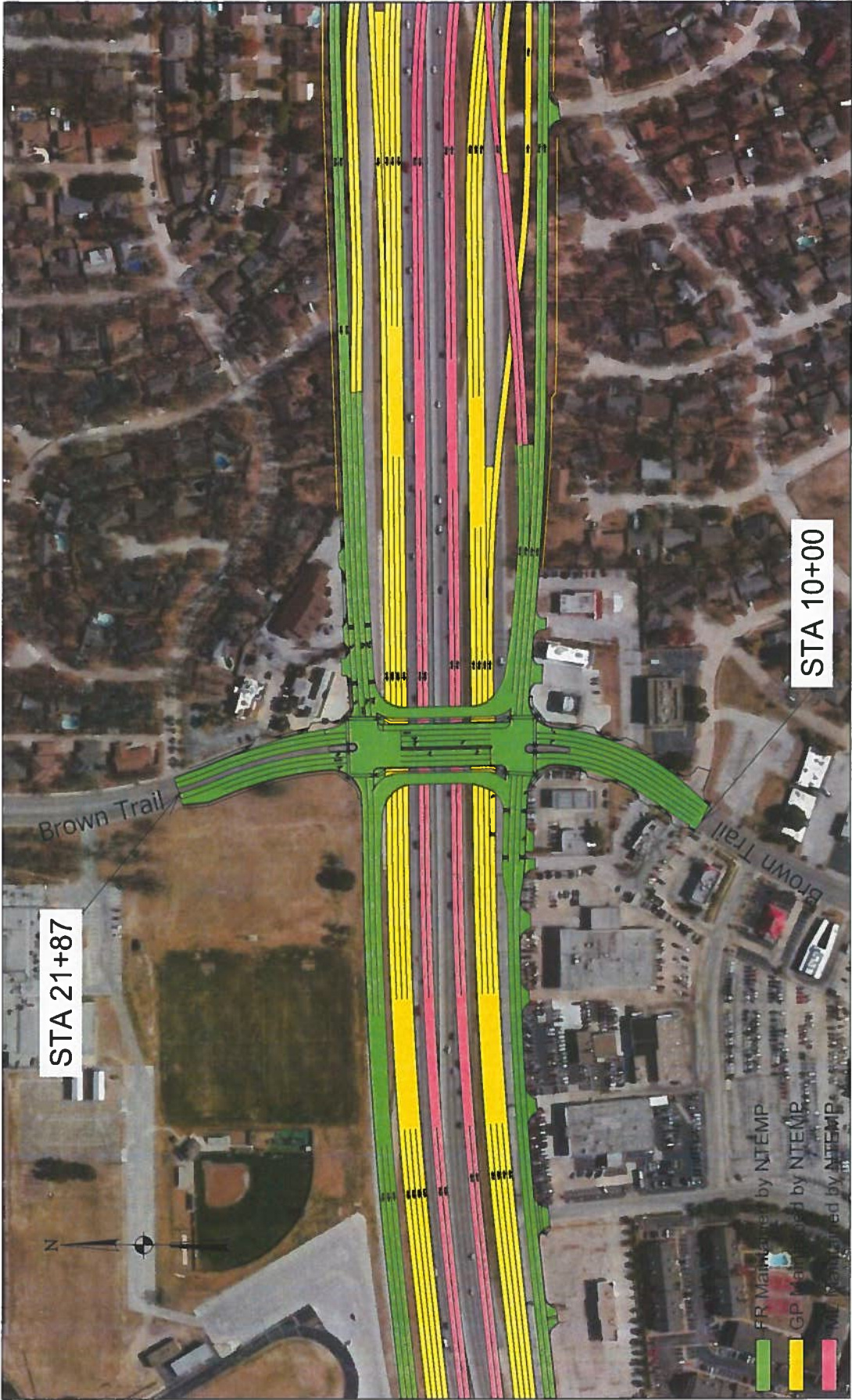


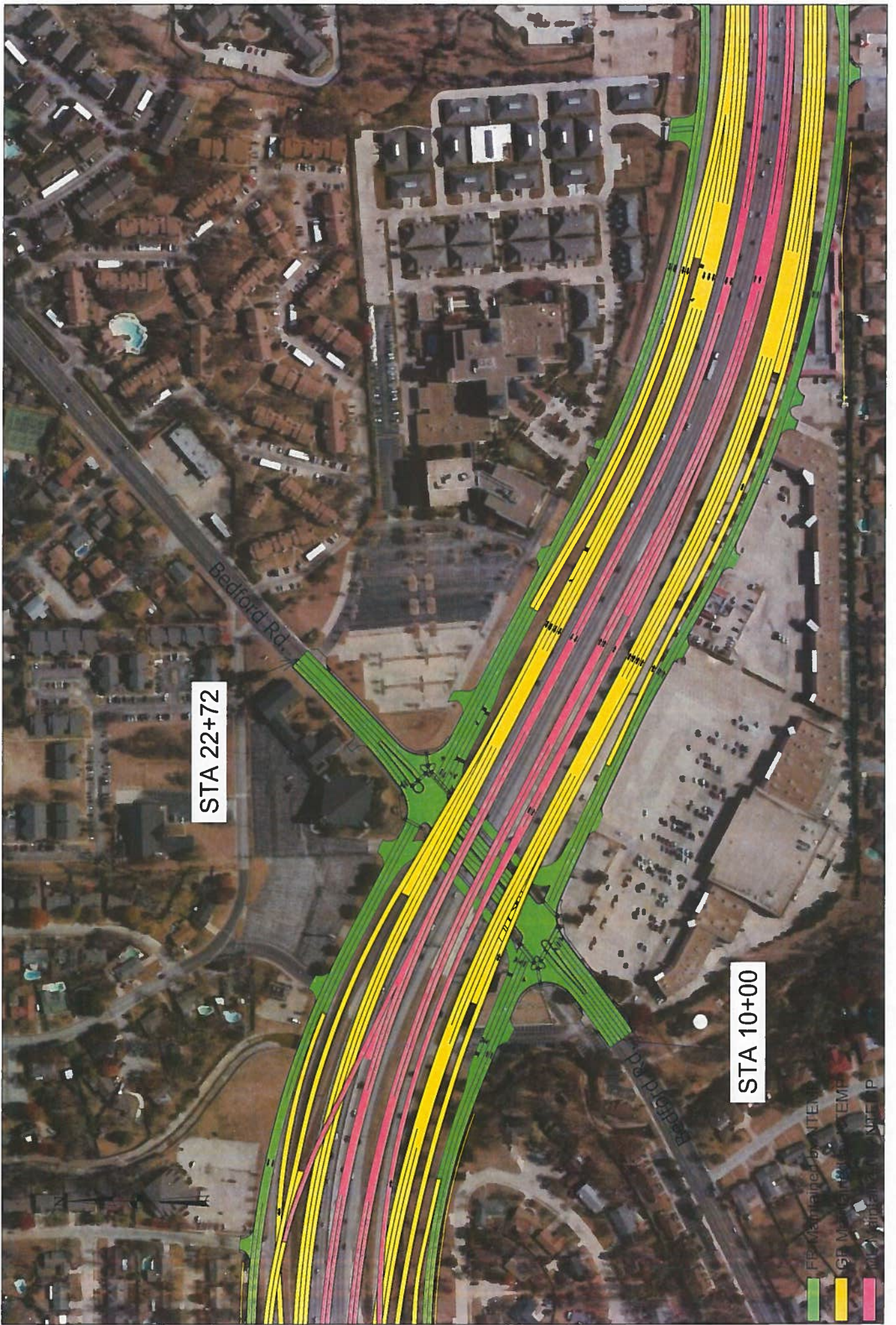


- FR Maintained by NTEMP
- GP Maintained by NTEMP
- ML Maintained by NTEMP





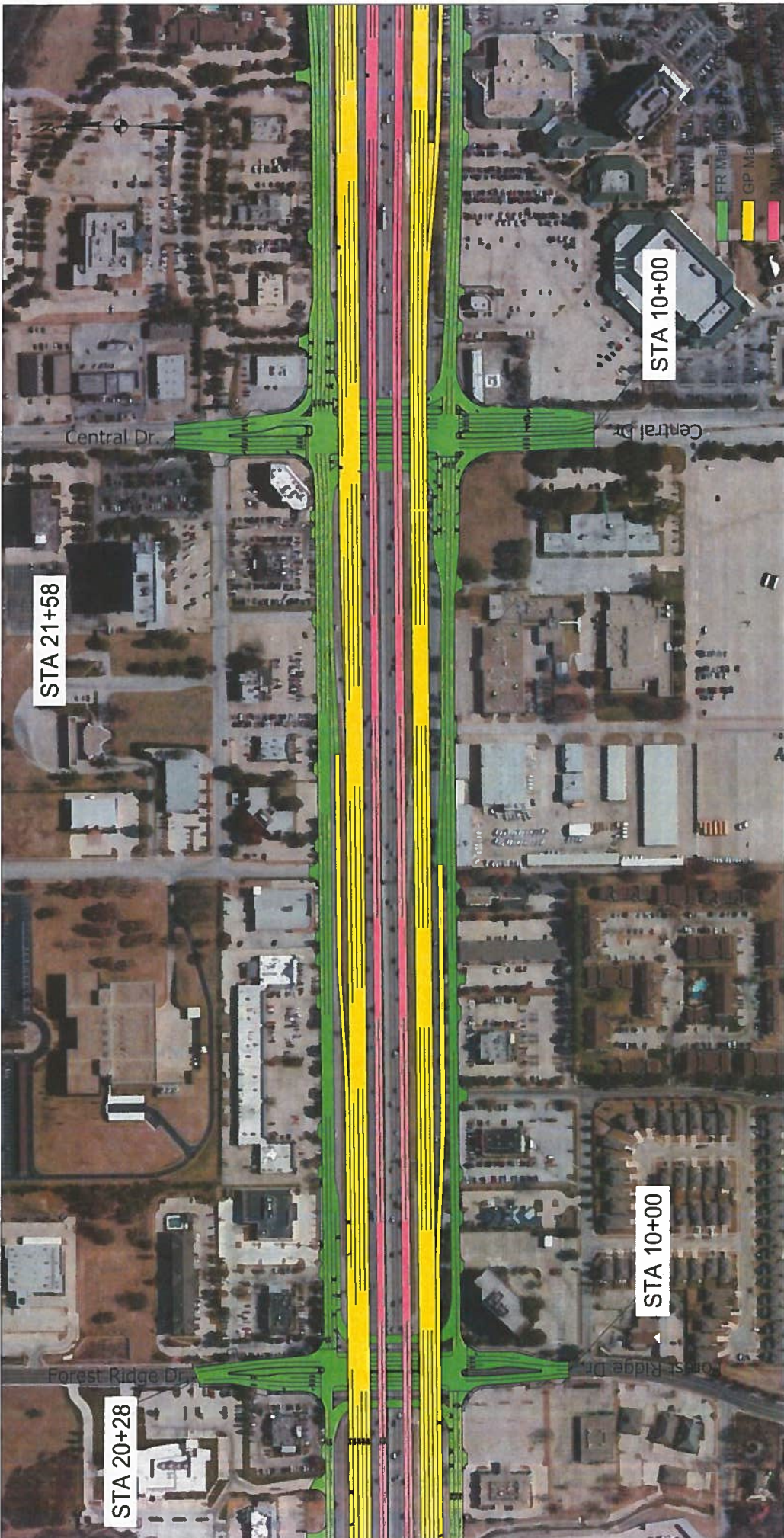


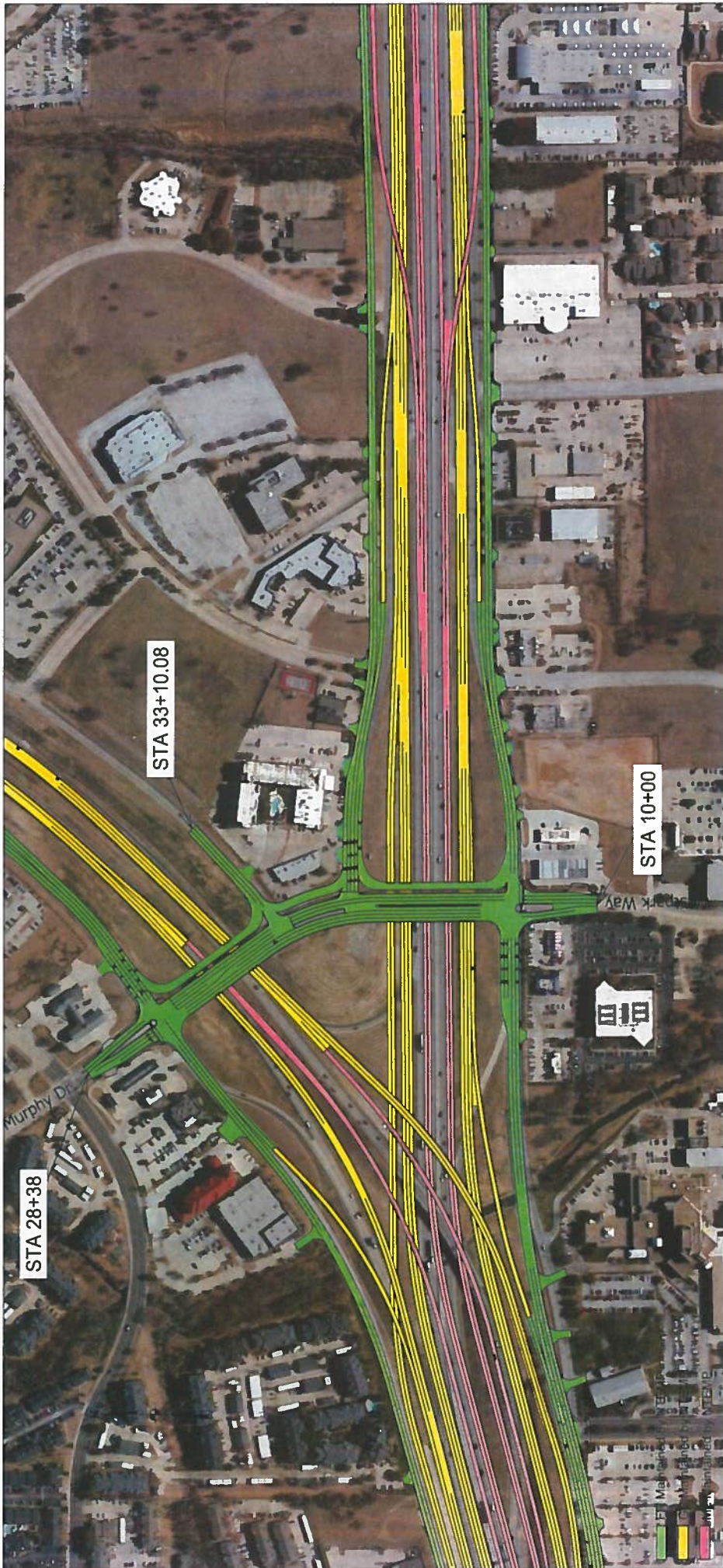


STA 22+72

STA 10+00

- FR Maintained by VTEC
- GF Maintained by VTEC
- New Construction





STA 33+10.08

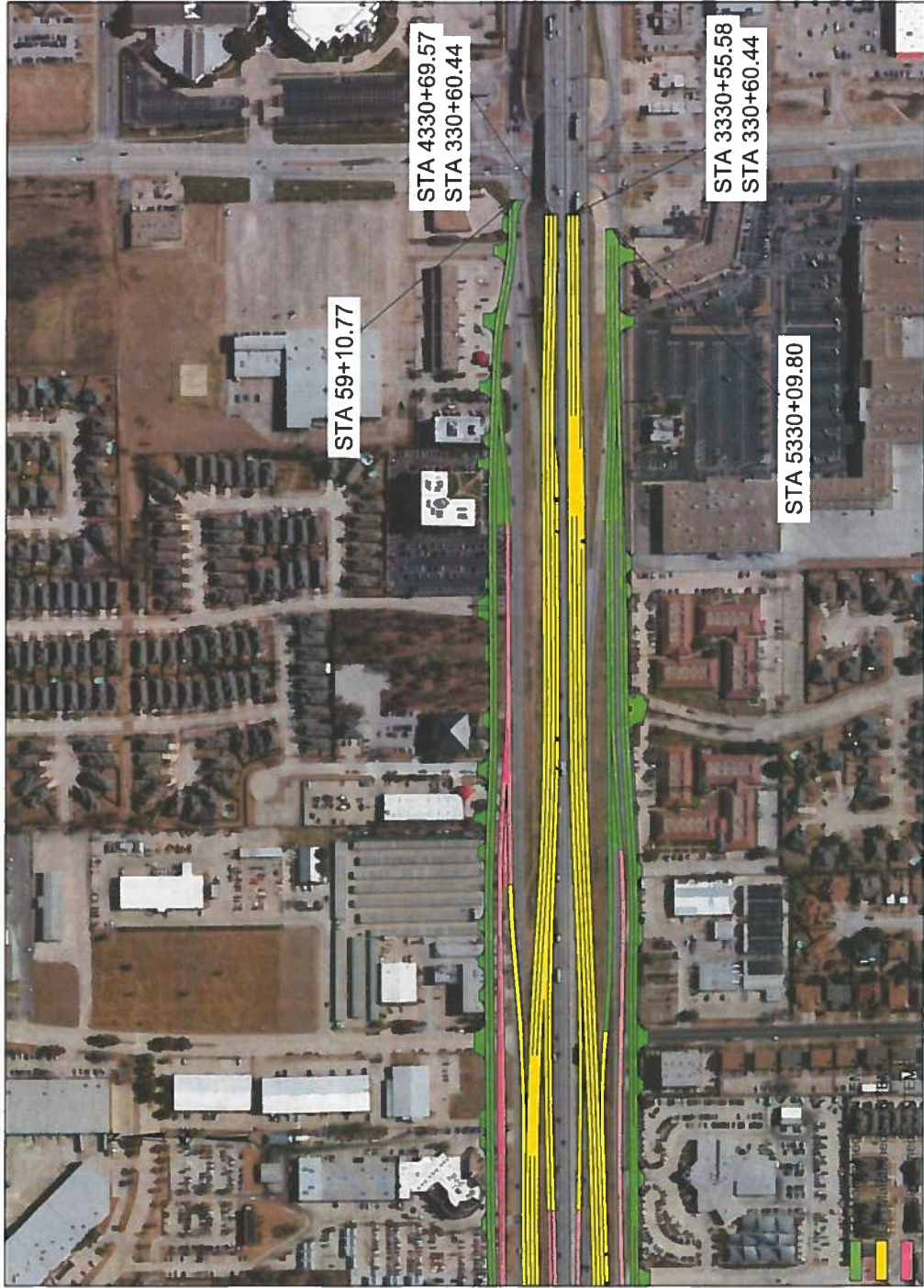
STA 10+00

STA 28+38

Murphy Dr

Park Way





STA 4330+69.57
STA 330+60.44

STA 59+10.77

STA 3330+55.58
STA 330+60.44

STA 5330+09.80





STA 58+47.79

STA 47+02.00

STA 47+34.68

STA 28+38

STA 33+10.08

FM Maintained by NTEMP
PM Maintained by NTEMP
ME Maintained by NTEMP

Bedford Rd

Murphy Dr