

LEASE ESCROW AGREEMENT

THIS LEASE ESCROW AGREEMENT (this "Agreement") is made and entered into as of this 1st day of March 2013, by and between NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company ("Developer"), and Naman, Howell, Smith & Lee, PLLC, a national banking association, as escrow agent ("Escrow Agent"), for the benefit of the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, with reference to the following facts:

A. TxDOT and Developer have entered into a Facility Agreement ("FA" or "Agreement") for the development, design, construction, finance, operation and maintenance of the North Tarrant Express Segments 3A & 3B Facility (the "Facility"), which includes the Segment 3A Facility Segment and the Segment 3B Facility Segment.

B. The FA contemplates that TxDOT will lease the Facility and the Facility Right of Way to Developer pursuant to the terms of that certain Facility Lease (the "Lease") attached to the FA as Exhibit 3.

C. Concurrently with the execution of the FA, Developer and TxDOT have (i) executed the Lease, provided, however, that the Lease is not effective until the occurrence of the Operating Commencement Date for the Segment 3A Facility Segment, and (ii) agreed that Developer will deposit the Lease with a neutral escrow agent until the Lease becomes effective pursuant to the terms of the FA.

D. Concurrently with the execution of the FA, Developer and TxDOT have (i) executed the amendment to the Lease, provided, however, that the amendment to the Lease is not effective until the occurrence of the Operating Commencement Date for the Segment 3B Facility Segment, and (ii) agreed that Developer will deposit the amendment to the Lease with a neutral escrow agent until the amendment to the Lease becomes effective pursuant to the terms of the FA.

E. Developer wishes to deposit the Lease and the amendment to the Lease with Escrow Agent and employ the services of Escrow Agent to act as the escrow holder with regard to the Lease and amendment to the Lease for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder, under the terms and conditions provided in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Developer hereby irrevocably provides the following escrow instructions to Escrow Agent and Escrow Agent hereby accepts such escrow instructions. The escrow instructions set forth in this Agreement, although provided unilaterally, are specifically for the benefit of TxDOT as an intended third party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of TxDOT's Authorized Representative.

1. Defined Terms. Initially capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the FA. In addition, the following terms shall have the meanings set forth below when used in this Agreement:

(a) "Certificate of Developer" means an instrument in writing signed by Developer's Authorized Representative, or by any other officer of the Developer duly authorized by the Board of Directors of the Developer for that purpose.

(b) "Certificate of TxDOT" means an instrument in writing signed by TxDOT's Authorized Representative, or by any other officer of TxDOT duly authorized by the Texas Transportation Commission or State law for that purpose.

2. Designation of Developer's Authorized Representative. Developer hereby confirms to Escrow Agent that Developer, pursuant to Section 24.7 of the FA, has designated the persons from time to time serving as the Chief Executive Officer of Developer as its Authorized Representative and such other persons as the Chief Executive Officer may from time to time designate by delivering written notice thereof to TxDOT and Escrow Agent. Any such designations by the Chief Executive Officer may be limited in scope and duration and may be revoked at any time by delivery of written notice thereof to TxDOT and Escrow Agent. Developer may change its Authorized Representative at any time by providing written notice thereof to TxDOT and Escrow Agent.

3. Deposit of Lease and Amendment to the Lease. Developer hereby deposits two (2) executed counterpart originals of the Lease and one (1) executed counterpart original of the Memorandum of Lease (the "Segment 3A Escrow Deposit") and two (2) executed counterpart originals of an amendment to the Lease and one (1) executed counterpart of an amendment to the Memorandum of Lease (the "Segment 3B Escrow Deposit") (collectively, the "Escrow Deposit") with Escrow Agent. Escrow Agent hereby acknowledges receipt of the Escrow Deposit and agrees to hold the Escrow Deposit in safekeeping under the terms and conditions of this Agreement.

4. Delivery of Lease and Termination of Escrow Agent's Duties with Respect to the Segment 3A Facility Segment. Five Business Days prior to the Operating Commencement Date for the Segment 3A Facility Segment, Developer shall deliver to Escrow Agent and TxDOT a Certificate of Developer, in which Developer specifies the Operating Commencement Date for the Segment 3A Facility Segment, identifies the legal description of the Facility Right of Way to be attached as Exhibit A to the Lease, and certifies to the Escrow Agent that Developer has concurrently delivered the Certificate of Developer to TxDOT in accordance with Section 11 hereof. At 5:00 p.m., Austin Texas time, on the fifth (5th) Business Day following Escrow Agent's receipt of such a Certificate of Developer, but not before then, and as a ministerial act, Escrow Agent shall (i) date the Lease and the Memorandum of Lease as of the Operating Commencement Date for the Segment 3A Facility Segment (which Operating Commencement Date for the Segment 3A Facility Segment shall be the same as set forth in the Certificate of Developer), (ii) attach all legal descriptions pertaining to the Segment 3A Facility Segment as Exhibit A thereto (which legal descriptions shall be the same as attached to the Certificate of Developer), and (iii) promptly deliver to Developer and TxDOT, and Developer and TxDOT shall accept, one counterpart original each of the Lease, whereupon the Lease shall take effect, and Escrow Agent shall also deliver the fully-executed original of the Memorandum of Lease to Developer, after which Escrow Agent's duties with respect to the Segment 3A Deposit under this Agreement shall terminate; provided, however, if prior to 5:00 p.m., Austin, Texas time on the fifth (5th) Business Day after the date Escrow Agent receives the foregoing Certificate of Developer, Escrow Agent receives a Certificate of TxDOT stating that (i) the Operating Commencement Date for the Segment 3A Facility Segment has not occurred or (ii) the legal descriptions contained in the applicable Certificate of Developer are not correct, Escrow

Agent shall immediately forward a copy of that Certificate of TxDOT to Developer's Authorized Representative, and shall not take the foregoing actions. Instead, Escrow Agent shall continue to hold the Segment 3A Escrow Deposit in accordance with the terms of this Agreement without release pending (A) receipt of a Certificate of Developer or a Certificate of TxDOT, delivered to the Escrow Agent in which either Developer or TxDOT, as applicable, certifies to the Escrow Agent that a final order of the Disputes Board has been entered and a final order that implements the Disputes Board's Decision has been issued by the Executive Director, along with a copy of such final order issued by the Executive Director that implements the Disputes Board Decision, certified as true and correct (a "Final Order Certificate"), with respect to the Operating Commencement Date for the Segment 3A Facility Segment or legal descriptions, as applicable; or (B) receipt of joint written instructions to the Escrow Agent which are executed by both the Developer and TxDOT ("Joint Instructions") regarding Escrow Agent's actions with respect to the Segment 3A Escrow Deposit. Any Certificate of TxDOT submitted under this Section 4 which is received after such aforementioned five (5) Business-Day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent. Upon Escrow Agent's receipt of a Final Order Certificate or Joint Instructions with respect to the Segment 3A Escrow Deposit, Escrow Agent shall take such actions with respect to the Segment 3A Escrow Deposit as are specified in the applicable final order issued by the Executive Director that implements the Disputes Board Decision or Joint Instructions.

5. Delivery of Amendments to the Lease and Termination of Escrow Agent's Duties with Respect to the Segment 3B Facility Segment. Five Business Days prior to the Operating Commencement Date for the Segment 3B Facility Segment, Developer shall deliver to Escrow Agent and TxDOT a Certificate of Developer, in which Developer specifies the Operating Commencement Date for the Segment 3B Facility Segment, identifies the legal description of the Facility Right of Way to be attached as Exhibit A to the amendment to the Lease, and certifies to the Escrow Agent that Developer has concurrently delivered the Certificate of Developer to TxDOT in accordance with Section 11 hereof. At 5:00 p.m., Austin Texas time, on the fifth (5th) Business Day following Escrow Agent's receipt of such a Certificate of Developer, but not before then, and as a ministerial act, Escrow Agent shall (i) date the amendment to the Lease and the amendment to the Memorandum of Lease as of the Operating Commencement Date for the Segment 3B Facility Segment (which Operating Commencement Date for the Segment 3B Facility Segment shall be the same as set forth in the Certificate of Developer), (ii) attach all legal descriptions pertaining to the Segment 3B Facility Segment as Exhibit A thereto (which legal descriptions shall be the same as attached to the Certificate of Developer), and (iii) promptly deliver to Developer and TxDOT, and Developer and TxDOT shall accept, one counterpart original each of the amendment to the Lease, whereupon the amendment to the Lease shall take effect, and Escrow Agent shall also deliver the fully-executed original of the amendment to the Memorandum of Lease to Developer, after which Escrow Agent's duties with respect to the Segment 3B Escrow Deposit under this Agreement shall terminate; provided, however, if prior to 5:00 p.m., Austin, Texas time on the fifth (5th) Business Day after the date Escrow Agent receives the foregoing Certificate of Developer, Escrow Agent receives a Certificate of TxDOT stating that (i) the Operating Commencement Date for the Segment 3B Facility Segment has not occurred or (ii) the legal descriptions contained in the applicable Certificate of Developer are not correct, Escrow Agent shall immediately forward a copy of that Certificate of TxDOT to Developer's Authorized Representative, and shall not take the foregoing actions. Instead, Escrow Agent shall continue to hold the Segment 3B Escrow Deposit in accordance with the terms of this Agreement without release pending (A) receipt of a Final Order Certificate, with respect to the Operating

Commencement Date for the Segment 3B Facility Segment or legal descriptions, as applicable; or (B) receipt of Joint Instructions) regarding Escrow Agent's actions with respect to the Segment 3B Escrow Deposit. Any Certificate of TxDOT submitted under this Section 5 which is received after such aforementioned five (5) Business-Day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent. Upon Escrow Agent's receipt of a Final Order Certificate or Joint Instructions with respect to the Segment 3B Escrow Deposit, Escrow Agent shall take such actions with respect to the Segment 3B Escrow Deposit as are specified in the applicable final order issued by the Executive Director that implements the Disputes Board Decision or Joint Instructions.

6. FA Early Termination. If an Early Termination Date occurs prior to the termination of Escrow Agent's duties pursuant to Sections 4 and 5 above, TxDOT may deliver a Certificate of TxDOT to Escrow Agent and Developer stating that an Early Termination Date has occurred, requesting a release of the Segment 3A Escrow Deposit, Segment 3B Escrow Deposit or the Escrow Deposit, as applicable, to TxDOT, and certifies to the Escrow Agent that TxDOT has concurrently delivered the Certificate of TxDOT to Developer in accordance with Section 11 hereof. Upon the tenth (10th) Business Day following Escrow Agent's receipt of such Certificate of TxDOT, but not before then, Escrow Agent shall release the Segment 3A Escrow Deposit, Segment 3B Escrow Deposit or the Escrow Deposit, as applicable, to TxDOT; provided, however, if within ten (10) Business Days after the date Escrow Agent receives the foregoing Certificate of TxDOT, Escrow Agent receives a Certificate of Developer stating that an Early Termination Date has not occurred, Escrow Agent shall immediately forward a copy of that Certificate of Developer to TxDOT's Authorized Representative, shall refrain from releasing the Segment 3A Escrow Deposit, Segment 3B Escrow Deposit or the Escrow Deposit, as applicable, to TxDOT and shall continue to hold the Escrow Deposit in accordance with the terms of this Agreement without release pending (A) receipt of a Final Order Certificate with respect to the existence of an Early Termination Date; or (B) receipt of Joint Instructions regarding Escrow Agent's actions with respect to the Segment 3A Escrow Deposit, Segment 3B Escrow Deposit or the Escrow Deposit, as applicable. Any Certificate of Developer stating that an Early Termination Date has not occurred which is received after such aforementioned ten (10) Business-Day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent. Upon Escrow Agent's receipt of a Final Order Certificate or Joint Instructions with respect to the Segment 3A Escrow Deposit, Segment 3B Escrow Deposit or the Escrow Deposit, as applicable, Escrow Agent shall take such actions with respect to the Segment 3A Escrow Deposit, Segment 3B Escrow Deposit or the Escrow Deposit, as applicable, as are specified in the applicable Disputes Board Decision or Joint Instructions.

7. Content of Certificates.

(a) Every Certificate of Developer or Certificate of TxDOT with respect to compliance with any agreement, condition, covenant or term contained herein shall include (i) a statement that the person or persons making or giving such Certificate have the authority to do so and have read such agreement, condition, covenant or term and the definitions herein relating thereto; (ii) a statement that, in the opinion of such signing person or persons they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such

agreement, condition, covenant or term has been complied with; and (iii) a statement as to whether, in the opinion of such signing person or persons, such agreement, condition, covenant or term has been complied with.

(b) Any Certificate of Developer or Certificate of TxDOT may be based, insofar as it relates to legal matters, upon an opinion of counsel unless the person making or giving such certificate knows that the opinion of counsel with respect to the matters upon which such certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any opinion of counsel may be based, insofar as it relates to factual matters or information in the possession of the Developer or TxDOT, upon a representation by an officer or officers of the Developer or TxDOT unless the counsel executing such opinion of counsel knows that the representation with respect to the matters or upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

8. Rights of Escrow Agent.

(a) If conflicting demands are made or notices serviced upon Escrow Agent with respect to this escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

- (i) Withhold and stop all further proceeding in, and performance of this escrow;
- (ii) File a suit in interpleader;
- (iii) Obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves.

(b) Escrow Agent shall act in reliance upon any Certificate of Developer or Certificate of TxDOT, and Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in such certificates. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

(c) Developer agrees to indemnify, defend and hold harmless Escrow Agent from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by Escrow Agent relating in any way to this Arrangement except to the extent such Liabilities are finally determined to have been primarily caused by the gross negligence or willful misconduct of Escrow Agent or its breach of this Agreement. The obligations of the Developer under this Section 8(c) shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

9. Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of the Escrow Deposit.

10. Fees and Expenses. Developer shall pay all fees and expenses in connection with Escrow Agent's obligations under this Agreement, in accordance with the fee schedule attached as Exhibit A hereto.

11. Notices. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:

NTE Mobility Partners Segments 3 LLC
9001 Airport Freeway, Suite 600
North Richland Hills, Texas 76180
Attention: Belen Marcos
Telephone: (817) 710-0502
Facsimile: (817) 710-0509
Email: bmarcos@northtarrantexpress.com

With a copy to:

NTE Mobility Partners Segments 3 LLC
9600 Great Hills Trail, Suite 250E
Austin, Texas 78759
Attention: Nicolas Rubio
Telephone: (512) 637-8545
Facsimile: (512) 637-1498
E-mail: nrubio@cintra.us

If to TxDOT:

Texas Department of Transportation
Strategic Projects Division
125 East 11th Street
Austin, TX 78701
Attention: Ed Pensock, Jr., P.E.
Telephone: (512) 936-0965
Facsimile: (512) 936-0970
E-mail: ed.pensock@txdot.gov

With copies to:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Austin, Texas 78701
Attention: General Counsel
Telephone: (512) 463-8630
Facsimile: (512) 475-3070

E-mail: jack.ingram@txdot.gov

If to the Escrow Agent:

Naman, Howell, Smith & Lee, PLLC.
Attention: Cliff Blount
Telephone: (512) 479-0300
Facsimile: (512) 474-1901
Email: blount@namanhowell.com

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others. The parties and TxDOT shall have the right to rely on the last known address of the other parties and TxDOT.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 11 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five (5) days following deposit in the United States mail, postage prepaid if delivered by mail.

12. Representations. Escrow Agent represents and warrants that it has no financial or other interest or relation with Developer, its principals or officers, except that it may be the depository for accounts maintained by, or a lender or other provider of banking, corporation trust or other financial services in the normal course of business to, such entities. Escrow Agent further represents, warrants and covenants that the employees of Escrow Agent who have access to the Escrow Deposit also have no such interest or relation with Developer, its principals or officers.

13. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto and TxDOT. However, Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Developer and TxDOT; and Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Developer or TxDOT unless Escrow Agent receives actual written notice of such assignment.

14. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

15. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

16. Governing Law. The laws of the State of Texas shall govern this Agreement.

17. Exhibits. All exhibits, attachments and amendments hereto shall be incorporated herein.

18. Liability of Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement or any other person. The Escrow Agent shall neither be responsible for, nor chargeable with, the compliance by TxDOT or the Developer with the terms and conditions of any other agreement, instrument or document, including without limitation the FA. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

(b) Escrow Agent shall place the Escrow Deposit in a vault or such other secure location. The Escrow Agent shall take the same precautions to control the environment in which the Escrow Deposit will be stored as it would normally take in the storage of its own documentation similar to the Escrow Deposit.

19. Court Orders. In the event that any Escrow Deposit shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated. Escrow Agent shall deliver to Developer and TxDOT a complete copy of any such court order immediately upon receipt.

20. Advice of Counsel. The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Agent that such action taken or omitted to be taken is in compliance with this Agreement. The Escrow Agent shall have the right to perform any of its duties hereunder through its agents, attorneys, custodians or nominees.

21. Dispute Resolution. Sections 17.7 and 17.8 of the FA, and the provisions referenced therein, shall govern all disputes under this Agreement between Developer and TxDOT (but not disputes with the Escrow Agent) and are hereby incorporated by reference as though set forth in full herein, except that:

(a) Wherever the term "the FA Documents" is used it is replaced with the phrase "this Agreement";

(b) Section 17.8.1.5(b) of the FA is changed to read, “Any claim or dispute that does not arise under this Agreement or the FA Documents”;

(c) The following language is added to Section 17.8.4.1(a) of the FA: “Wherever in the Disputes Board Agreement there is a reference to the FA (called “Agreement” therein) and/or specific sections of the FA, for purposes of Disputes under this Lease Escrow Agreement it shall be deemed to refer to this Lease Escrow Agreement and the provisions of Section 17.8 of the FA incorporated herein”; and

(d) Wherever the term “Effective Date” is used it is replaced with the phrase “date this Agreement is executed.”

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

DEVELOPER

NTE Mobility Partners Segments 3 LLC
a Delaware limited liability company

By: _____

Name: Nicolas Rubio

Title: Authorized Signatory

By:  _____

Name: Sven Kottwitz

Title: Authorized Signatory

ESCROW AGENT

Naman, Howell, Smith & Lee, PLLC,
as Escrow Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

DEVELOPER

NTE Mobility Partners Segments 3 LLC
a Delaware limited liability company

By:  _____

Name: Nicolas Rubio

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Title: Authorized Signatory

ESCROW AGENT

Naman, Howell, Smith & Lee, PLLC,
as Escrow Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

DEVELOPER

NTE Mobility Partners Segments 3 LLC
a Delaware limited liability company

By: _____

Name: Nicolas Rubio

Title: Authorized Signatory

By: _____

Name: Sven Kottwitz

Title: Authorized Signatory

ESCROW AGENT

Naman, Howell, Smith & Lee, PLLC,
as Escrow Agent

By: Cliff Blount _____

Name: **CLIFF BLOUNT**

Title: **MEMBER**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Joinder Agreement") is made and entered into effective as of the date and year first above written by the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), for the benefit of Developer. Capitalized terms not otherwise defined in this Joinder Agreement shall have the same meaning assigned to such terms in the Lease Escrow Agreement (the "Agreement") to which this Joinder Agreement is attached.

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

1. Consent. TxDOT hereby consents to the terms of the Agreement, including but not limited to the dispute resolution terms set forth in Section 21 of the Agreement.

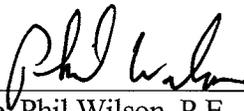
2. TxDOT Covenants. TxDOT hereby covenants and agrees:

(a) TxDOT will comply with the terms of the Agreement and perform the obligations of TxDOT specified in the Agreement, including, but not limited to, its obligation to accept the Lease and amendment to the Lease pursuant to the terms and conditions of Sections 4 and 5 of the Agreement; and

(b) TxDOT will deliver to Developer copies of any notices or Certificates of TxDOT delivered to Escrow Agent pursuant to this Agreement simultaneously with delivery of the same to Escrow Agent.

3. TxDOT Authorized Representative. TxDOT hereby confirms to Escrow Agent that TxDOT, pursuant to Section 24.7 of the FA, has designated the persons from time to time serving as the Executive Director of TxDOT as its Authorized Representatives and such other persons as the Executive Director may from time to time designate by delivering written notice thereof to Developer. Any such designations by the Executive Director may be limited in scope and duration and may be revoked at any time by delivery of written notice thereof to Developer. TxDOT may change its Authorized Representative at any time by providing written notice thereof to Developer and Escrow Agent.

TEXAS DEPARTMENT
OF TRANSPORTATION

By: 

Name: Phil Wilson, P.E.

Title: Executive Director

Exhibit A
Escrow Agent Fee Schedule

(see attached)

NAMAN HOWELL SMITH & LEE, PLLC
Schedule of Fees to act as Escrow Agent for the
NTE Segment 3A and 3B Lease Escrow

Acceptance Fee: **\$1000.00***

Initial Fees as they relate to Naman Howell acting in the capacity of Escrow Agent – includes review of the Escrow Agreement; acceptance and set-up of the Escrow; and coordination of receipt of materials for deposit to the Escrow. Five Hundred Dollars of the Acceptance Fee is payable at time of deposit of each of the lease and the lease amendment (\$1000 total).

Escrow Agent Monthly Administration Fee **Varies**

Escrow Fee is \$100 per month or portion thereof when both lease and lease amendment are held in escrow, beginning in the month when items are deposited in escrow (the “Effective Date”). Fee is \$75 per month during months where only one of the lease or lease amendment in held in escrow. The fee will be paid annually in advance and any unused monthly fee shall be credited against the Termination Fee.

Termination Fee: **\$1000.00**

Termination Fee due at the conclusion of the Escrow. Five Hundred Dollars of the Termination Fee is payable at time of termination of each of the lease and the lease amendment escrow (\$1000 total)

Out-of Pocket Expenses: **At Cost**

We will charge for out-of-pocket expenses in response to specific tasks assigned or requested by the depositor or provided for in the escrow agreement. Possible expenses would be, but are not limited to, express mail and messenger charges, travel expenses to attend closing, parking for non-Naman Howell personnel conducting on-site reviews or other meetings. There are no charges for indirect out-of- pocket expenses.

Extraordinary services (services other than the ordinary administration services of Escrow Agent described above) are not included in the annual administration fee and will be billed as incurred at the rates in effect from time to time.

The Monthly Administration Fee shall automatically increase on each anniversary date of the Effective Date by the percentage increase in the Consumer Price Index (seasonally adjusted CPI-U, U.S. City Average, all items) as published in the CPI Detailed Report by the U.S. Government Bureau of Labor Statistics (“Index”), determined by comparing the Index as published on the date of notice of pricing change to the Index as published on the last date such fees were changed hereunder. Should the Index be discontinued, the parties will agree to a reasonable substitute index.