

SECURITY AGREEMENT

This Security Agreement, dated as of March 1, 2013 (this "Agreement"), is between the Texas Department of Transportation, a public agency of the State of Texas (hereinafter, the "Grantor"), and NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company (the "Developer").

WHEREAS, the terms of the Facility Agreement dated as of the date hereof (as it may be amended from time to time in accordance with its terms, the "FA") between the Grantor and the Developer, provide for the Developer to design, construct, finance, operate and maintain a transportation facility and related structures (the "Facility" as described therein), and provide for the collection of toll charges from users of the Facility;

WHEREAS, pursuant to the terms of the Facility Trust Agreement dated as of the date hereof (as it may be amended from time to time in accordance with its terms, the "Facility Trust Agreement"), between the Developer and BOKF, NA dba Bank of Texas, a national banking association, as Trustee, the Developer has agreed with the Trustee to establish and maintain certain securities accounts with the Trustee to receive funds constituting toll revenues of the Facility subject to the terms of the Facility Trust Agreement, and the Grantor is an express third party beneficiary of the Facility Trust Agreement;

WHEREAS, TxDOT has agreed to secure certain of its obligations to the Developer under the FA with the Collateral described herein;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings set forth in the FA. All terms defined in the Uniform Commercial Code of the State of Texas in effect on the date hereof (the "Texas UCC") and used herein shall have the meanings specified in the Texas UCC, unless otherwise defined herein.

2. Grant of Security Interest. To secure the payment obligations of the Grantor to the Developer under the FA Documents, which payment obligations are now existing or hereafter arising (collectively, such payment obligations of the Grantor to the Developer being hereinafter called, the "Secured Obligations"), the Grantor hereby grants to the Developer a security interest in, and pledges and collaterally assigns to the Developer, the following properties, assets and rights of the Grantor, whether now owned or existing or hereafter acquired, created or arising (all of the same being hereinafter called the "Collateral"):

(a) all right, title and interest of TxDOT in respect of the Post-Termination Revenue Account; and

(b) all proceeds of the foregoing.

The security interest granted hereby to the Developer shall survive the expiration or termination of the FA until such time as TxDOT has paid to the Developer all monetary obligations payable by TxDOT to the Developer under the FA. Notwithstanding the foregoing, the Developer hereby acknowledges that no exercise of any rights of foreclosure of such security interests that the Developer may have after the Termination Date shall divest TxDOT of its rights under Section 19.10 of the FA to use and apply revenues in the Post-Termination Revenue Account (as defined in the Facility Trust Agreement) in accordance with the express terms of Section 2.03(e)(i), (ii) and (iii) of the Facility Trust Agreement.

3. Authorization to File Financing Statements. The Grantor hereby irrevocably authorizes the Developer at any time and from time to time to file in the Office of the Secretary of State of Texas a UCC financing statement and amendments thereto that contain a description of the Collateral and any information required by part 5 of Article 9 of the Texas UCC for the sufficiency or filing office acceptance of any financing statement or amendment. The Grantor agrees to furnish any such information to the Developer promptly upon request.

4. Other Actions. To further insure the attachment, perfection and first priority of, and the ability of the Developer to enforce, the Developer's security interest in the Collateral, the Grantor agrees, in each case at the Grantor's own expense, with respect to the Collateral, to take any action reasonably requested by the Developer to insure the attachment, perfection and first priority of, and the ability of the Developer to enforce, the Developer's security interest in any and all of the Collateral.

5. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any FA Document, and/or any other agreements between the Grantor and the Developer, securing the payment or performance of any of the Secured Obligations. Nothing contained in any such FA Document or other agreement shall derogate from any of the rights or remedies of the Developer hereunder.

6. Representations and Warranties Concerning Collateral. The Grantor further represents and warrants to the Developer that the Grantor is the owner of beneficiary rights under the Facility Trust Agreement to the Collateral, free and clear from any lien, security interest or other encumbrance, except for the security interest created by this Agreement or as contemplated by the Facility Trust Agreement. The Grantor shall, upon the Developer's request, cause the holder of any security interest in the Collateral other than the Developer to terminate same or enter into a subordination agreement acceptable to the Developer.

7. Covenants Concerning Collateral. The Grantor further covenants with the Developer as follows: (a) except for the security interest herein granted or as contemplated by the Facility Trust Agreement, the Grantor shall be the owner of beneficiary rights under the Facility Trust Agreement to the Collateral free and clear from any lien, security interest or other encumbrance, and the Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Developer; (b) the Grantor shall not pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Developer; and (c) the Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of its right, title and interest in and to the Collateral or any interest therein.

8. Collateral Protection Expenses; Preservation of Collateral.

(a) Expenses Incurred by Developer. In its discretion, the Developer may discharge any encumbrances at any time levied or placed on any of the Collateral, and pay any necessary filing fees, all of which shall be a Secured Obligation secured by the Collateral. The Grantor agrees to reimburse the Developer on demand for any and all expenditures so made. The Developer shall have no obligation to the Grantor to make any such expenditures, nor shall the making thereof relieve the Grantor of any default.

(b) Developer's Obligations and Duties. The Developer's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9.207 of the Texas UCC or otherwise, shall be to deal with such Collateral in the same manner as the Developer deals with similar property for its own account.

(c) TxDOT Default and Remedies. If any TxDOT Default has occurred and is continuing and uncured within the cure period provided to TxDOT under the FA, the Developer shall thereafter have, in any jurisdiction in Texas in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Texas UCC. All rights and remedies of the Developer hereunder shall be cumulative and may be exercised singly or concurrently.

(e) No Duty on Developer. The powers conferred on the Developer under this Agreement are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Developer shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for the Developer's own gross negligence or willful misconduct.

9. Standards for Exercising Remedies. To the extent that applicable law imposes duties on the Developer to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is not commercially unreasonable for the Developer (a) to fail to incur expenses deemed significant by the Developer to prepare Collateral for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, or (i) to the extent deemed appropriate by the Developer, to obtain the services of other

brokers, investment bankers, consultants and other professionals to assist the Developer in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section 9 is to provide non-exhaustive indications of what actions or omissions by the Developer would not be commercially unreasonable in the Developer's exercise of remedies against the Collateral and that other actions or omissions by the Developer shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 9. Without limitation upon the foregoing, nothing contained in this Section 9 shall be construed to grant any rights to the Grantor or to impose any duties on the Developer that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 9.

10. Waiver by Developer, etc. The Developer shall not be deemed to have waived any of its rights upon or under the Secured Obligations or the Collateral unless such waiver shall be in writing and signed by the Developer. No delay or omission on the part of the Developer in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Developer with respect to the Secured Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Developer deems expedient.

11. Suretyship Waivers by Grantor. The Grantor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description, except as expressly required under the FA. With respect to both the Secured Obligations and the Collateral, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Developer may deem advisable. The Developer shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 8(b). The Grantor further waives any and all other suretyship defenses.

12. Marshaling. The Developer shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Developer's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

13. Proceeds of Dispositions. The proceeds of collection or sale of the Secured Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Secured Obligations in such order or preference as the Developer may determine, proper allowance and provision being made for any Secured Obligations not then due. Upon the final payment and satisfaction in full of all of the Secured Obligations and after making any payments required by Sections 9.608(a)(1)(C) or 9.615(a)(3) of the Texas UCC, any excess shall be returned to the Grantor, and the Grantor shall remain liable for any deficiency in the payment of the Secured Obligations.

14. Applicable Law. This Agreement is made in the State of Texas and shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to conflict of laws principles.

15. Dispute Resolution Procedures. The parties agree that (a) the dispute resolution procedures and jurisdictional consents described in Section 17.8 of the FA apply to this Agreement as if it were a FA Document, and (b) the Developer retains its right to seek mandamus relief against TxDOT in accordance with the terms of such Section 17.8 of the FA.

16. Miscellaneous.

(a) Terms. Terms denoting the singular number shall include the plural and vice versa. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Developer and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein.

(b) Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be given as provided for notices under the FA.

(c) No Waiver; Etc. The parties agree that the provisions regarding waiver set forth in Section 24.4 of the FA apply to this Agreement as if it were a FA Document.

(d) Successors and Assigns. This Agreement is binding on the Grantor, its successors and assigns and inures to the benefit of the Developer, and its permitted successors and assigns under the FA. The Grantor agrees that the Developer, without any notice or consent of the Grantor, may (i) delegate all or some of its duties under this Agreement and (ii) assign this Agreement and all of the Developer's rights in the Collateral and the Secured Obligations secured thereby to the Collateral Agent, for the benefit of any lenders to the Developer, or to any other person or entity to the extent, and only to the extent, the Developer may assign its rights under the FA to such other person or entity, which assignee shall be entitled to enforce all of the terms and provisions herein contained.

(e) No Fiduciary Relationship. The Grantor agrees and acknowledges that by entering into this Agreement, the Developer has not established a fiduciary relationship with the Grantor and/or its representatives. The Grantor hereby waives any right to assert, now or in the

future, that there was or is a fiduciary relationship between the Grantor and the Developer and/or their respective representatives or assert any claim to such effect in any action or proceeding.

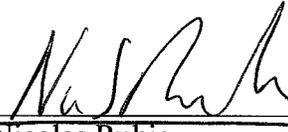
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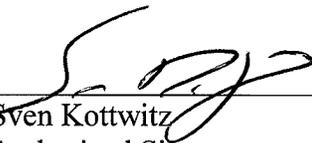
IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the date first above written.

TEXAS DEPARTMENT OF TRANSPORTATION

By: 
Name: Phil Wilson
Title: Executive Director

NTE MOBILITY PARTNERS SEGMENTS 3 LLC

By: 
Name: Nicolas Rubio
Title: Authorized Signatory

By: 
Name: Sven Kottwitz
Title: Authorized Signatory