

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-019

**APPROVING AN AGREEMENT WITH HILLTOP SECURITIES
FOR FINANCIAL ADVISORY SERVICES**

WHEREAS, the Mobility Authority desires to obtain financial advisory services to advise the Mobility Authority on financial matters; and

WHEREAS, following a procurement conducted by the Executive Director, the Board of Directors, by Resolution No. 20-010 dated February 26, 2020, took the following actions: (i) approved the selection of Hilltop Securities to provide financial advisory services to the Mobility Authority, (ii) authorized the Executive Director to negotiate a financial services agreement with Hilltop Securities, and (iii) directed the Executive Director to present the proposed contract to the Board for its approval; and


WHEREAS, the Executive Director and Hilltop Securities have negotiated an agreement for financial advisory services; and

WHEREAS, the Executive Director recommends approving an agreement with Hilltop Securities for financial advisory services in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement with Hilltop Securities for financial advisory services and authorizes the Executive Director to execute the proposed agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrow, General Counsel

Approved:



Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
FINANCIAL ADVISORY SERVICES**

THIS AGREEMENT for Financial Advisory Services (the "Agreement") is made and entered into by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the "Mobility Authority", and Hilltop Securities Inc., hereinafter referred to as the "Financial Advisor", effective as of the date executed by the Mobility Authority as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Mobility Authority will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Mobility Authority desires to retain an independent financial advisor; and

WHEREAS, the Mobility Authority desires to obtain the professional services of the Financial Advisor to advise the Mobility Authority regarding financial issues affecting the Mobility Authority and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Mobility Authority (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the Mobility Authority issued a request for proposals ("RFP") to solicit proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the RFP submitted by Financial Advisor, the Mobility Authority Board of Directors selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its services as financial advisor for the Mobility Authority, subject to the terms of this Agreement.

NOW, THEREFORE, the Mobility Authority and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

**SECTION I
DESCRIPTION OF SERVICES**

Upon the request of an authorized representative of the Mobility Authority, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Mobility Authority agrees to pay to the Financial

Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Mobility Authority, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Mobility Authority to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service. In the event revenues of existing or projected facilities operated by the Mobility Authority are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the Mobility Authority, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Mobility Authority's staff and consulting engineers or other experts, if any, employed by the Mobility Authority.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the Mobility Authority recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Mobility Authority. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Mobility Authority, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Mobility Authority of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

B. Debt Management and Financial Implementation. At the direction of the Mobility Authority, the Financial Advisor shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a) If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

(1) Supervise the sale of Debt Instruments;

(2) Assist the Mobility Authority in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(3) Advise the Mobility Authority regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b) If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

(1) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Mobility Authority's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

(2) Provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(3) Advise the Mobility Authority as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Mobility Authority for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the Mobility Authority with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. When directed by the Mobility Authority, coordinate the preparation of such information as may be appropriate for submission to a rating agency, or agencies. In those cases where the advisability of personal presentation of information to a rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the Mobility Authority as may be finally approved or directed by the Mobility Authority.

4. Trustee, Paying Agent, Registrar. Upon request, advise the Mobility Authority in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming

sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Mobility Authority, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the Mobility Authority, make arrangements for such services.

8. Mobility Authority Meetings. When requested, attend meetings of the Mobility Authority board of directors, its committees, staff meetings, and other meetings pertaining to the business of the Mobility Authority.

9. Printing. To the extent authorized by the Mobility Authority, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Legal Counsel. Coordinate with general counsel and bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of Debt Instruments provided that the Financial Advisor shall not authorize or direct any legal counsel to undertake any work without approval of the Mobility Authority.

11. Changes in Laws. Provide to the Mobility Authority copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to the Mobility Authority.

12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the Mobility Authority, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Mobility Authority in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule: Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Mobility Authority a schedule of annual debt service requirements for the Debt Instruments and in coordination with bond counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to the Mobility Authority the following services, when so requested by the Mobility Authority and subject to the agreement by the Mobility Authority and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial

Advisor, if any, for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
2. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Mobility Authority.
3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Mobility Authority.
4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Mobility Authority, bond counsel, auditors and other experts and consultants retained by the Mobility Authority and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.
5. SEC Rule Compliance. Advise and assist the Mobility Authority in complying with and preparing continuing disclosure of financial information and operating data pursuant to all Securities and Exchange Commission (“SEC”) rules.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Mobility Authority as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect for five (5) years therefrom. The term of this Agreement may be extended for two (2) additional years pursuant to the agreement of the parties and approval of the extension by the Mobility Authority’s Board of Directors.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the Financial Advisor or the Mobility Authority upon the giving of at least thirty (30) days' prior written notice to the Financial Advisor of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the undisputed amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the Mobility Authority and the

Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

Hilltop Securities, Inc.
1201 Elm Street
Suite 3500
Dallas, Texas 75270

SECTION VI COVENANTS OF THE PARTIES

1. Covenants of Mobility Authority. Upon reasonable request from Financial Advisor, the Mobility Authority will provide or cause to be provided to Financial Advisor information relating to the Mobility Authority relating to matters necessary for Financial Advisor to perform its duties hereunder. The Mobility Authority acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the Mobility Authority, provided that Financial Advisor shall review and assess the accuracy of such information and shall not be entitled to rely on information that is not within the scope of Financial Advisor's expertise and which Financial Advisor knows, or has reason to know, is inaccurate or requires further investigation.

2. Covenants of Financial Advisor. Financial Advisor covenants as follows:

- a) Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.
- b) All information provided to Financial Advisor by the Mobility Authority shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information which the Mobility Authority has identified as confidential or proprietary or which Financial Advisor otherwise has constructive or actual knowledge is confidential or proprietary. Financial Advisor shall obtain confidentiality agreements, reasonably acceptable to the Mobility Authority, from all subcontractors, agents, or consultants providing services to the Mobility Authority in connection with this Agreement.
- c) Financial Advisor will promptly notify the Mobility Authority of (1) any material adverse change in Financial Advisor's financial condition, business, or operations, (ii) any regulatory proceeding, investigation, inquiry, or action, including without limitation those initiated by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, or any other federal, state, or local regulatory authority, to the extent such regulatory actions are known to Financial Advisor and such disclosure of any proceeding, investigation, inquiry or action is material and allowed by law and (iii) any claim asserted against Financial Advisor in which an adverse decision could have a material adverse effect, including, without limitation,

Financial Advisor's financial condition, business operations, or commercial standing and reputation.

- d) Financial Advisor will furnish to the Mobility Authority (i) any information that the Mobility Authority may from time to time reasonably request concerning the Financial Advisor's compliance with any covenant, provision or condition of this Agreement or any matter in connection with the Financial Advisor's business and operations which the Mobility Authority has a reasonable basis for believing will have a material adverse impact on the ability of Financial Advisor to perform its duties pursuant to this Agreement, and (ii) all evidence that the Mobility Authority may from time to time request as to the continuing accuracy and validity of, or compliance with, all representations, warranties, and covenants made by Financial Advisor in this Agreement, and the satisfaction of all conditions contained herein.
- e) Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the Mobility Authority; that it owes a fiduciary obligation to the Mobility Authority; that the Mobility Authority will be relying on the superior expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the Mobility Authority's best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party. Financial Advisor shall advise the Mobility Authority of any potential conflict of interest prior to performing any work or accepting any engagement which would result in such a conflict, and Financial Advisor shall notify the Mobility Authority immediately upon discovering or becoming aware that any previously performed (since the date of this Agreement), existing, or ongoing work may create or result in, a conflict of interest. Specifically, and without limiting the foregoing, Financial Advisor shall advise the Mobility Authority of work that Financial Advisor is performing for the Texas Department of Transportation ("TxDOT"), or of any contractual relationship Financial Advisor has with TxDOT, at such time that the Mobility Authority is considering or negotiating potential financial transactions involving loans, grants, or credit guarantees from TxDOT. If the Mobility Authority, in its sole judgment, determines that an actual or potential conflict of interest could adversely affect the performance or delivery of the financial advisory services to be provided by Financial Advisor, the Mobility Authority may terminate this Agreement upon written notice to Financial Advisor as provided for in Section IV. Upon such termination, any indemnification obligations resulting from or related to acts, occurrences, or admissions prior to termination shall survive. Nothing in this section or in any other provision of this Agreement shall be construed as a waiver of the Mobility Authority's right to seek damages or other redress as a result of, or related to, any actual or potential conflict of interest. For purposes of this Agreement, the phrase "conflict of interest" means a situation in which the business or economic interest of a Financial Advisor client other than the Mobility Authority is opposed to, inconsistent with, or would suggest a course of action contrary to, the best

interests of the Mobility Authority.

- f) Upon request by the Mobility Authority, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.
- g) FINANCIAL ADVISOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSON WHOMSOEVER, ARISING FROM FINANCIAL ADVISOR'S WRONGFUL ACTS OR NEGLIGENCE IN THE PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, PROVIDED THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE NOT ATTRIBUTABLE SOLELY TO THE MOBILITY AUTHORITY'S WRONGFUL ACTS OR NEGLIGENCE. IN THE EVENT THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE ATTRIBUTABLE IN PART TO THE MOBILITY AUTHORITY'S NEGLIGENCE AND IN PART TO THE WRONGFUL ACTS OR NEGLIGENCE OF FINANCIAL ADVISOR, FINANCIAL ADVISOR'S INDEMNIFICATION PROVIDED UNDER THIS SECTION VI SHALL BE LIMITED TO THE PERCENTAGE OF FAULT FAIRLY ATTRIBUTABLE TO FINANCIAL ADVISOR. FINANCIAL ADVISOR'S INDEMNIFICATION UNDER THIS SECTION VI SHALL INCLUDE ANY AND ALL EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS, OR LIABILITIES.

SECTION VII MISCELLANEOUS

1. Choice of Law, Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Mobility Authority and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. The Mobility Authority and the Financial Advisor intend that the Financial Advisor relationship to the Mobility Authority and the relationship of each director, officer, employee, or agent of Financial Advisor shall be that of an independent contractor. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Mobility Authority and Financial Advisor or their respective successors or assigns. Neither Financial Advisor nor any of its directors, officer, employees or agents of Financial Advisor shall ever be considered to be an employee of the Mobility Authority.

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

Hilltop Securities, Inc.
Attn: Richard Ramirez
2700 Via Fortuna, Suite 2700
Austin, Texas 78247

Mobility Authority:

Central Texas Regional Mobility Authority
Attn: Bill Chapman, CFO
3300 N. IH-35, Suite 300
Austin, Texas 78705

5. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Mike Heiligenstein
Executive Director

Date: _____

HILLTOP SECURITIES, INC.

By: _____
Richard Ramirez
Regional Managing Director

Date: _____

APPENDIX A

The Financial Advisor will be paid a \$216,000.00 annual retainer, payable monthly in equal monthly installments of \$18,000.00 each, and payable on the 15th of each month thereafter while this Agreement is in effect. Unless agreed to otherwise by the Mobility Authority, upon closing of a debt issuance, 50% of any monthly retainer amounts paid to the Financial Advisor during the previous 120 days shall be deducted from the transaction fees.

The transaction fees due the Financial Advisor will not exceed those contained in our fee schedule as listed below.

First \$5.00 per \$ 1,000 up to	\$5,000,000 or a total of \$25,000	for \$5,000,000 Debt Instruments
Plus \$4.00 per \$1,000 next	\$15,000,000 or a total of \$85,000	for \$20,000,000 Debt Instruments
Plus \$3.00 per \$1,000 next	\$20,000,000 or a total of \$145,000	for \$40,000,000 Debt Instruments
Plus \$2.00 per \$1,000 next	\$10,000,000 or a total of \$165,000	for \$50,000,000 Debt Instruments
Plus \$1.00 per \$1,000 next	\$25,000,000 or a total of \$190,000	for \$75,000,000 Debt Instruments
Plus \$0.75 per \$1,000 over	\$75,000,000 Debt Instruments	

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Mobility Authority.

The payment of transaction fees for financial advisory services described in Section I of this Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between the Financial Advisor and the Mobility Authority, which agreement must be entered into prior to the rendition of services for which payment is requested.

The Mobility Authority shall be responsible for the following expenses, if and when applicable, whether they are charged to the Mobility Authority directly as expenses or charged to the Mobility Authority by the Financial Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee

Travel expenses for authorized travel
Underwriter and underwriter's counsel
Miscellaneous, including copy, delivery, and phone charges