



**CENTRAL TEXAS
Regional Mobility Authority**

June 15, 2016
AGENDA ITEM #16

Approve Second Amendment to the
Transportation Infrastructure Finance and
Innovation (TIFIA) Agreement

Strategic Plan Relevance: Regional Mobility

Department: Finance

Contact: Bill Chapman, Chief Financial Officer

Associated Costs: N/A

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Summary:

In connection with the Mobility Authority's issuance of bonds to provide funds for the 183 South Project, the Mobility Authority entered into a TIFIA Loan Agreement with USDOT, a State Highway Fund Loan Agreement with TXDOT, and a State Infrastructure Bank Loan Agreement with TXDOT.

Amendments are proposed to clarify TXDOT language to authorize the refunding of bonds. Each of the loan agreements contains substantially identical provisions relating to the issuance of Additional Subordinate Lien Obligations and additional other obligations. The amendments allow for the issuance of refunding bonds for debt service savings that have maturity dates prior to the initial debt service payments dates under the loan agreements without TIFIA or TXDOT consent, respectively, as long as the other requirements of the loan agreements are satisfied.

Backup Provided: Resolution for Board Consideration;
Draft Amendments

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

RESOLUTION 16 - _____

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO TIFIA LOAN AGREEMENT, A SECOND AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT AND A SECOND AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Central Texas Regional Mobility Authority (the “Authority”) has previously entered into (i) that certain TIFIA Loan Agreement, dated as of November 18, 2015, between the Authority and the United States Department of Transportation, acting by and through the Federal Highway Administrator (“USDOT”), as amended by that certain First Amendment to TIFIA Loan Agreement, dated as of March 14, 2016, between the Authority and USDOT (as amended, the “TIFIA Loan Agreement”), (ii) that certain State Highway Fund Loan Agreement, dated as of November 18, 2015, between the Authority and the Texas Department of Transportation (“TXDOT”), as amended by that certain First Amendment to State Highway Fund Loan Agreement, effective April 19, 2016, between the Authority and TXDOT (as amended, the “State Highway Fund Loan Agreement”), and (iii) that certain State Infrastructure Bank Loan Agreement, dated as of November 18, 2015, between the Authority and TXDOT, as amended by that certain First Amendment to State Infrastructure Bank Loan Agreement, effective April 19, 2016, between the Authority and TXDOT (as amended, the “State Infrastructure Bank Loan Agreement” and, together with the TIFIA Loan Agreement and the State Highway Fund Loan Agreement, the “Agreements”); and

WHEREAS, the Authority desires to amend each of the Agreements to modify certain provisions relating to the issuance of Additional Subordinate Lien Obligations and Additional Other Obligations; and

WHEREAS, the Agreements each permit the amendment thereof with the written consent of the parties thereto;

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

Section 1. Findings. The findings and determinations contained in the preambles hereof are hereby incorporated herein for all purposes as if set forth herein in their entirety.

Section 2. Approval of Second Amendment to TIFIA Loan Agreement. The form, terms and provisions of the Second Amendment to TIFIA Loan Agreement, in substantially the form attached hereto as Exhibit A, are hereby approved, with such changes as may be approved by the officer executing such Second Amendment to TIFIA Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the Second Amendment to TIFIA Loan Agreement.

Section 3. Approval of Second Amendment to State Highway Fund Loan Agreement. The form, terms and provisions of the Second Amendment to State Highway Fund Loan Agreement, in substantially the form attached hereto as Exhibit B, are hereby approved, with such changes as may be approved by the officer executing such Second Amendment to State Highway Fund Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the Second Amendment to State Highway Fund Loan Agreement.

Section 4. Approval of Second Amendment to State Infrastructure Bank Loan Agreement. The form, terms and provisions of the Second Amendment to State Infrastructure Bank Loan Agreement, in substantially the form attached hereto as Exhibit C, are hereby approved, with such changes as may be approved by the officer executing such Second Amendment to State Infrastructure Bank Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to finalize, execute and deliver the Second Amendment to State Infrastructure Bank Loan Agreement.

Section 5. Further Actions. The Chairman, Vice Chairman and Secretary/Treasurer of the Board, and the Executive Director, the Chief Financial Officer and the Controller of the Authority, and each of them singly and individually, and staff of the Authority, and its professional consultants, are hereby authorized and directed to take any and all actions and to execute and deliver any and all instruments and documents as may be necessary or desirable to carry out and effectuate the purposes of this Resolution and the Agreements.

Adopted by the Board of Directors of Central Texas Regional Mobility Authority on the 15th day of June, 2016.

Submitted and reviewed by:

Approved:

Geoff Petrov
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution No. 16- _____
Date Passed: June 15, 2016

EXHIBIT A

SECOND AMENDMENT TO TIFIA LOAN AGREEMENT

**SECOND AMENDMENT
TO
TIFIA LOAN AGREEMENT**

THIS SECOND AMENDMENT TO TIFIA LOAN AGREEMENT (this “Second Amendment”), dated as of _____, 2016, is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a body politic and corporate and political subdivision of the State of Texas (the “State”), created under the laws of the State, with an address of 3300 North IH-35, Suite 300, Austin, Texas 78705 (the “Borrower”), and the **UNITED STATES DEPARTMENT OF TRANSPORTATION**, an agency of the United States of America, acting by and through the Federal Highway Administrator, with an address of 1200 New Jersey Avenue, S.E., Washington, D.C. 20590 (the “TIFIA Lender”).

RECITALS:

WHEREAS, the Borrower and the TIFIA Lender have entered into that certain TIFIA Loan Agreement, dated as of November 18, 2015, as amended by that certain First Amendment to TIFIA Loan Agreement, dated March 14, 2016 (as amended, the “Agreement”); and

WHEREAS, the Borrower and the TIFIA Lender desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Subordinate Lien Obligations and Additional Other Obligations; and

WHEREAS, the Agreement permits the amendment thereof with the written consent of the Borrower and the TIFIA Lender;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the TIFIA Lender as follows:

SECTION 1. Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. Section 17(a)(ii) of the Agreement is amended in its entirety to read as follows:

(ii) Except for the State Loans, the Borrower shall not issue Additional Subordinate Lien Obligations or Additional Other Obligations that require (A) the payment of interest on such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the Debt Service Payment Commencement Date or (B) the commencement of amortization of the principal amount of such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the commencement of amortization of the principal amount of the TIFIA Loan; provided, that the provisions of this **Section 17(a)(ii)** are not applicable to Additional Subordinate Lien Obligations or Additional Other Obligations issued to refinance Subordinate Lien Obligations or

Other Obligations, respectively, if Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, after the incurrence of such Additional Subordinate Lien Obligations or Additional Other Obligations, in each year of the remaining term of the TIFIA Loan, is projected to be equal to or less than the Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, for each such year in the Base Case Financial Model or Revised Financial Model, as applicable.

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by the federal laws of the United States of America if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither the Borrower's rights or obligations hereunder nor any interest thereof may be assigned or delegated by the Borrower without the prior written consent of the TIFIA Lender.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effectiveness. This Second Amendment shall be effective as of the date Second written above.

SECTION 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this Second Amendment, constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date Second written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Name: _____
Title: _____

UNITED STATES DEPARTMENT OF
TRANSPORTATION, acting by and through the
Federal Highway Administrator

By: _____

Name: Duane Callender

Title: Director, TIFIA Joint Program Office

EXHIBIT B

SECOND AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT

**SECOND AMENDMENT
TO
STATE HIGHWAY FUND LOAN AGREEMENT**

THIS SECOND AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT (this “Second Amendment”) is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority in the State of Texas (“CTRMA”), and the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas (“TxDOT”), and will be effective on the date it is signed by both the CTRMA and TxDOT.

RECITALS:

WHEREAS, the CTRMA and TxDOT have entered into that certain State Highway Fund Loan Agreement, dated as of November 18, 2015, as amended by that certain First Amendment to State Highway Fund Loan Agreement, effective April 19, 2016 (as amended, the “Agreement”); and

WHEREAS, the CTRMA and TxDOT desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Subordinate Lien Obligations and Additional Other Obligations; and

WHEREAS, Section 9.10 of the Agreement permits the amendment thereof through a written amendment executed by both the CTRMA and TxDOT;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the CTRMA and TxDOT as follows:

SECTION 1. Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. Section 3.8(b) of the Agreement is amended in its entirety to read as follows:

(b) Except for the TIFIA Loan, the Borrower shall not issue Additional Subordinate Lien Obligations or Additional Other Obligations that require (A) the payment of interest on such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to an Interest Payment Date or (B) the commencement of amortization of the principal amount of such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the commencement of amortization of the principal amount of the SHF Loan; provided, that the provisions of this Section 3.8(b) are not applicable to Additional Subordinate Lien Obligations or Additional Other Obligations issued to refinance Subordinate Lien Obligations or Other Obligations, respectively, if Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, after the incurrence of such

Additional Subordinate Lien Obligations or Additional Other Obligations, in each year of the remaining term of the SHF Loan, is projected to be equal to or less than the Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, prior to the issuance of such Additional Subordinate Lien Obligations or Additional Other Obligations

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither CTRMA's rights or obligations hereunder nor any interest thereof may be assigned or delegated by CTRMA without the prior written consent of TxDOT.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effect on Agreement; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

Name: Ray A. Wilkerson

Title: Chairman

Date: _____

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: James M. Bass
Title: Executive Director
Date: _____

EXHIBIT C

SECOND AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT

**SECOND AMENDMENT
TO
STATE INFRASTRUCTURE BANK LOAN AGREEMENT**

THIS SECOND AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT (this “Second Amendment”) is entered into by and between **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority in the State of Texas (“CTRMA”), and the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas (“TxDOT”), and will be effective on the date it is signed by both the CTRMA and TxDOT.

RECITALS:

WHEREAS, the CTRMA and TxDOT have entered into that certain State Infrastructure Bank Loan Agreement, dated as of November 18, 2015, as amended by that certain First Amendment to State Infrastructure Bank Loan Agreement, effective April 19, 2016 (as amended, the “Agreement”); and

WHEREAS, the CTRMA and TxDOT desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Subordinate Obligations and Additional Other Obligations; and

WHEREAS, Section 9.10 of the Agreement permits the amendment thereof through a written amendment executed by both the CTRMA and TxDOT;

NOW, THEREFORE, the premises being as stated above, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the CTRMA and TxDOT as follows:

SECTION 1. Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. Section 3.8(b) of the Agreement is amended in its entirety to read as follows:

(b) Except for the TIFIA Loan, the Borrower shall not issue Additional Subordinate Lien Obligations or Additional Other Obligations that require (A) the payment of interest on such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to an Interest Payment Date or (B) the commencement of amortization of the principal amount of such Additional Subordinate Lien Obligations or Additional Other Obligations, as applicable, prior to the commencement of amortization of the principal amount of the SIB Loan; provided, that the provisions of this Section 3.8(b) are not applicable to Additional Subordinate Lien Obligations or Additional Other Obligations issued to refinance Subordinate Lien Obligations or Other Obligations, respectively, if Annual Debt Service in respect of Subordinate Lien

Obligations or Other Obligations, respectively, after the incurrence of such Additional Subordinate Lien Obligations or Additional Other Obligations, in each year of the remaining term of the SIB Loan, is projected to be equal to or less than the Annual Debt Service in respect of Subordinate Lien Obligations or Other Obligations, respectively, prior to the issuance of such Additional Subordinate Lien Obligations or Additional Other Obligations.

SECTION 3. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Second Amendment shall in any event be effective without the written consent of each of the parties hereto.

SECTION 4. Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without reference to choice of law doctrine.

SECTION 5. Severability. In case any provision in or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 6. Successors and Assigns. This Second Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither CTRMA's rights or obligations hereunder nor any interest thereof may be assigned or delegated by CTRMA without the prior written consent of TxDOT.

SECTION 7. Counterparts. This Second Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument, signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 8. Effect on Agreement; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect and, as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective officers thereunder truly authorized as of the date first written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____

Name: Ray A. Wilkerson

Title: Chairman

Date: _____

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: James M. Bass
Title: Executive Director
Date: _____