

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

RESOLUTION 16 – 021

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO TIFIA LOAN AGREEMENT, A FIRST AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT AND A FIRST 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 (the “TIFIA Loan Agreement”), between the Authority and the United States Department of Transportation, acting by and through the Federal Highway Administrator, (ii) that certain State Highway Fund Loan Agreement, dated as of November 18, 2015 (the “State Highway Fund Loan Agreement”), between the Authority and the Texas Department of Transportation, and (iii) that certain State Infrastructure Bank Loan Agreement, dated as of November 18, 2015 (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 Senior 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 First Amendment to TIFIA Loan Agreement. The form, terms and provisions of the First 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 First 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 First Amendment to TIFIA Loan Agreement.

Section 3. Approval of First Amendment to State Highway Fund Loan Agreement. The form, terms and provisions of the First 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 First 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 First Amendment to State Highway Fund Loan Agreement.

Section 4. Approval of First Amendment to State Infrastructure Bank Loan Agreement. The form, terms and provisions of the First 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 First 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 First 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.

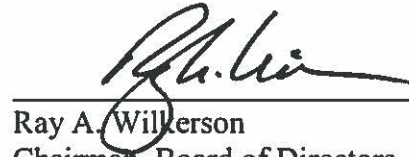
Adopted by the Board of Directors of Central Texas Regional Mobility Authority on the 30th day of March, 2016.

Submitted and reviewed by:



Geoff Petrov
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors

EXHIBIT A

FIRST AMENDMENT TO TIFIA LOAN AGREEMENT

EXHIBIT B

FIRST AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT

EXHIBIT C

FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT

**FIRST AMENDMENT
TO
TIFIA LOAN AGREEMENT**

THIS FIRST AMENDMENT TO TIFIA LOAN AGREEMENT (this “First 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 (the “Agreement”), dated as of November 18, 2015; and

WHEREAS, the Borrower and the TIFIA Lender desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Senior 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 First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of “Additional Senior Obligations” is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations and the TIFIA Loan in accordance with Section 16(j) shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than ‘BBB-’ or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Debt Service Payment Commencement Date

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

SECTION 4. Governing Law. This First 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 First 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 First 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 First 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 First Amendment shall be effective as of the date first 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 First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First 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 First 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: Mike Heiligenstein

Title: Executive Director

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

By: _____
Name: Duane Callender
Title: Director, TIFIA Joint Program Office

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

THIS FIRST AMENDMENT TO STATE HIGHWAY FUND LOAN AGREEMENT (this "First Amendment"), dated as of _____, 2016, 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 ("TxDOT").

RECITALS:

WHEREAS, the CTRMA and TxDOT have entered into that certain State Highway Fund Loan Agreement (the "Agreement"), dated as of November 18, 2015; and

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

WHEREAS, the Agreement permits the amendment thereof with the written consent of 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 First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of "Additional Senior Obligations" is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than 'BBB-' or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Initial Principal Payment Date

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

SECTION 4. Governing Law. This First 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 First 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 First 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 First 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 First Amendment shall be effective as of the date first 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 First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First 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 First 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: Mike Heiligenstein

Title: Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

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

THIS FIRST AMENDMENT TO STATE INFRASTRUCTURE BANK LOAN AGREEMENT (this "First Amendment"), dated as of _____, 2016, 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 ("TxDOT").

RECITALS:

WHEREAS, the CTRMA and TxDOT have entered into that certain State Infrastructure Bank Loan Agreement (the "Agreement"), dated as of November 18, 2015; and

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

WHEREAS, the Agreement permits the amendment thereof with the written consent of 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 First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of "Additional Senior Obligations" is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than 'BBB-' or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Initial Principal Payment Date

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

SECTION 4. Governing Law. This First 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 First 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 First 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 First 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 First Amendment shall be effective as of the date first 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 First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First 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 First 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: Mike Heiligenstein

Title: Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO
TIFIA LOAN AGREEMENT**

THIS FIRST AMENDMENT TO TIFIA LOAN AGREEMENT (this “First Amendment”), dated as of March 14, 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 (the “Agreement”), dated as of November 18, 2015; and

WHEREAS, the Borrower and the TIFIA Lender desire to amend the Agreement as provided herein to modify certain provisions thereof relating to Additional Senior 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 First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 2. Amendments to Agreement. The final proviso to the definition of “Additional Senior Obligations” is amended in its entirety to read as follows:

provided that (i) for each of clauses (a) through (c) above, (x) no Event of Default under any Indenture Document or this Agreement has occurred and is continuing and (y) the Nationally Recognized Rating Agency that provided the most recent public ratings of the Senior Obligations and the TIFIA Loan in accordance with Section 16(j) shall have confirmed that the incurrence of such Additional Senior Obligations shall not result in a downgrade of the then-existing credit ratings of the Senior Obligations or the TIFIA Loan to a rating lower than ‘BBB-’ or the equivalent public rating from a Nationally Recognized Rating Agency and (ii) for each of clauses (a) and (c) above, repayment of the principal amount of such Additional Senior Obligations does not commence until on or after the Debt Service Payment Commencement Date

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

SECTION 4. Governing Law. This First 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 First 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 First 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 First 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 First Amendment shall be effective as of the date first 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 First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. The Agreement, as modified by this First 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 First 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

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

By: 

Name: Duane Callender

Title: Director, TIFIA Joint Program Office