

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

RESOLUTION NO. 22-018

**PROHIBITING THE OPERATION OF CERTAIN MOTOR VEHICLES
ON MOBILITY AUTHORITY TOLL FACILITIES PURSUANT TO
THE HABITUAL VIOLATOR PROGRAM**

WHEREAS, Transportation Code, Chapter 372, Subchapter C, authorizes toll project entities, including the Central Texas Regional Mobility Authority (Mobility Authority), to exercise various remedies against certain motorists with unpaid toll violations; and

WHEREAS, Transportation Code §372.106 provides that a “habitual violator” is a registered owner of a vehicle who a toll project entity determines:

- (1) was issued at least two written notices of nonpayment that contained:
 - (A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and
 - (B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity’s exercise of habitual violator remedies; and
- (2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) previously determined that the individuals listed in Exhibit A are habitual violators, and these determinations are now considered final in accordance with Transportation Code, Chapter 372, Subchapter C; and

WHEREAS, Transportation Code §372.109 provides that a final determination that a person is a habitual violator remains in effect until (1) the total amount due for the person’s tolls and administrative fees is paid; or (2) the toll project entity, in its sole discretion, determines that the amount has been otherwise addressed; and

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:

- (1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

(2) the toll project entity has provided notice of the prohibition order to the registered owner; and

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45SW Toll; and (6) 183 Toll.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective April 25, 2022; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.

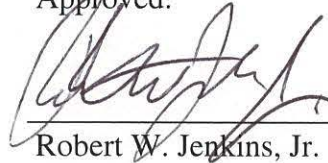
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of April 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A



CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	JOYCE MACFOY JOSIAH CRISPIN MACFOY	WILLIAMSON	78641	3HGPB	TX	512
2	JEFFREY RICHMOND REEVES	BRAZOS	77807	5PYNK	TX	448
3	RAYMOND MYRON BRADSHAW BARBARA DELORES BLAYLOCK	TRAVIS	78725	6PJFC	TX	103
4	GARRET ANDREW SQUYRES	TRAVIS	78759	7PMRN	TX	127
5	ARCHIE MANNING	BURNET	78608	AD15664	TX	1699
6	CLAYTON DALE LEATHERWOOD	TRAVIS	78653	AE32668	TX	742
7	JOSE GALVAN	DALLAS	75180	AF34691	TX	228
8	ERIC A THOM	WILLIAMSON	78641	AG53236	TX	340
9	PAUL CLIFTON DAVIDSON II CHARLOTTE INSCORE HACK	TRAVIS	78617	AG64345	TX	579
10	SONJA D RUSSELL	WILLIAMSON	78717	AJ76126	TX	217
11	GUADALUPESALINAS	TRAVIS	78724	AJ83456	TX	205
12	VANESSA RODRIGUEZ	WILLIAMSON	78664	AK80446	TX	130
13	COLE SEBASTIAN TOWNS	TRAVIS	78752	AW76894	TX	327
14	TAKISHIA DARNICE LYLES	TRAVIS	78653	B10197X	TX	1383
15	MICHELE GENZARDI	WILLIAMSON	78681	B11FM	TX	226
16	EMILY ANN VANVOAST	BELL	76513	BA45222	TX	173
17	TERESO G CORONADO CRISTINA CORONADO	LEE	78942	BB8C546	TX	130
18	COURTNEY L MCGEE	BRAZOS	77808	BB8K652	TX	214
19	JUSTIN WILLIAM STOLL	BEXAR	78209	BC8Z724	TX	254
20	CHRISTOPHER LEECRANE	LAMPASAS	76550	BCF8249	TX	405
21	DAVID B REUTER JR	WILLIAMSON	78613	BDR1254	TX	230
22	BRIAN WATERS	EL PASO	79907	BF6W784	TX	424
23	BRIAN PHILLIP HAMMOND	TRAVIS	78754	BFH5801	TX	133
24	JENNIFER MARIE SOLIS	WILLIAMSON	78664	BFY1806	TX	574
25	DANIELLE MARIE COY JUAN ANTONIO SAUCEDO COY	WILLIAMSON	78613	BGS8981	TX	143
26	JEREME LAURENCE PARSONS	WILLIAMSON	78665	BGY3488	TX	1680
27	JENNIFER NICOLE WALLS	TRAVIS	78748	BHX6901	TX	786
28	MARVIN RUBIO LESLIE RUBIO	TRAVIS	78748	BJ5P617	TX	121



CTRMA Prohibited Vehicles

29	Leyla Olano	WILLIAMSON	78613	BKF1005	TX	127
30	RAUL E MEZA	BASTROP	78602	BL94582	TX	685
31	DANIEL C RODRIGUEZ JR	TRAVIS	78653	BL97942	TX	972
32	ROBIN LEESTRICKLAND	TRAVIS	78748	BM4K484	TX	1523
33	PACIAN HALE HEATH	WILLIAMSON	78634	BMV4168	TX	508
34	JAY GARCIA	WILLIAMSON	78641	BMV4343	TX	1158
35	KATRINA L PETERSON ROY S JONES	WILLIAMSON	76537	BNL8819	TX	318
36	CASEY LEEKILPATRICK	BURNET	78605	BP02406	TX	704
37	JOSE CHAVEZ	TRAVIS	78724	BT02293	TX	213
38	MICHAEL L DODGE	WILLIAMSON	78641	BTC3335	TX	436
39	GLORIA DENISE JOHNSON	TRAVIS	78660	BV5R986	TX	605
40	MELANIE KEENAN KERSEY	WILLIAMSON	78634	BVJ0122	TX	420
41	DERRICK PAYTON	WILLIAMSON	78641	BW22564	TX	371
42	ELVIRA CHAVEZ	EL PASO	79938	BW3B752	TX	769
43	SARA HARRIS	WILLIAMSON	78641	BW8S247	TX	432
44	JAMEL R TAYLOR	CORYELL	76522	BWG3826	TX	481
45	MARQUA BOSTICK	BURNET	78611	BWG5772	TX	192
46	BRANDIE E PATTERSON	LAMPASAS	76539	BX5J597	TX	334
47	ROBERT ALLEN COE	WILLIAMSON	78641	BY3N205	TX	1059
48	MARIA S RIVERA	GUADALUPE	78155	BY65473	TX	312
49	DAVID PEREZ ROSE PEREZ	WILLIAMSON	78664	BYC4229	TX	160
50	LARA D WUESTE	BURNET	78611	BYD6435	TX	446
51	LINDA MARIE TAMEZ	BASTROP	78621	BYK2765	TX	196
52	VERA WILSON	BELL	76541	BYZ0414	TX	151
53	JOSE VALLEJO	HARRIS	77039	BZ3H370	TX	406
54	CHERYL COLLINS	TRAVIS	78750	BZ6B505	TX	189
55	RWO, LP	WILLIAMSON	79245	BZB2150	TX	114
56	JOY ANN SMITH	WILLIAMSON	78613	CBX2558	TX	208
57	KELLY STEVENSON JOHN C STEVENSON	WILLIAMSON	78729	CCF6506	TX	499
58	LUIS ALVARADO	TRAVIS	78754	CF5V346	TX	765
59	SUSAN KARA ELLIOTT	WILLIAMSON	78664	CGJ7752	TX	500
60	CHERYL RAE BURWELL	TRAVIS	78750	CGJ7965	TX	247
61	LAIL TIFFANY ANN SAIN LESTER T	TRAVIS	78645	CGN1324	TX	277



CTRMA Prohibited Vehicles

62	AMANDA LEIGH WALKER	BURNET	78605	CH7Y846	TX	359
63	ERIC LEEVES CAMPBELL	WILLIAMSON	78641	CJ1T854	TX	244
64	KEVIN SPRUELL	WILLIAMSON	78626	CJL3257	TX	335
65	KINIESHA JONES	TRAVIS	78653	CJM0014	TX	330
66	LATROYA DANYELLE HAMLETT ANDRE LEECLARK JR	TRAVIS	78691	CK8R646	TX	320
67	JASON GRAY RIQUELMY	WILLIAMSON	78613	CKR1970	TX	400
68	ROSE NWABUISI	TRAVIS	78752	CL5C637	TX	164
69	ANTHONY STULL FRED STULL	WILLIAMSON	76530	CLN1405	TX	106
70	TRE ON JARELL GIVENS	DE WITT	78164	CM8X532	TX	260
71	JAMES CHARLES LAMBERT	WILLIAMSON	78646	CMB9676	TX	141
72	ALAN PAUL MILLER SARAH LYNN MILLER	TRAVIS	78750	CMJ6009	TX	458
73	CHRISTOPHER ANDREW VASQUEZ	JEFFERSON	77713	CN8L880	TX	179
74	AARON CASTILLO-ALVIZO JENNIFER AZUCENA GARCIA-LEMUS	BASTROP	78602	CNP9673	TX	194
75	PRESTON XAVIER BOONE	TRAVIS	78724	CNR4175	TX	2607
76	ALFREDA LEVERNE CANDIA	BELL	76548	CPM0069	TX	124
77	HANNAH NICOLE LEBOEUF	WILLIAMSON	78613	CRD3433	TX	557
78	ADRIAN LYNN MEYERS	WILLIAMSON	78729	CRF0808	TX	421
79	HERMAN SORRELLS	BASTROP	78621	CRF4006	TX	561
80	ANGELICA HERNANDEZ HENRY RIVERA	WILLIAMSON	78641	CS1N628	TX	981
81	CODY LOUIS SEIGMUND	TRAVIS	78721	CSF6553	TX	165
82	MICHAEL ALAN BROWN	WILLIAMSON	78613	CSS5237	TX	192
83	SARAH TIDWELL MOORE RICHARD JAY MOORE	EL PASO	79835	CSS8553	TX	136
84	JOHNNA KENNEITH VESSEY ANTHONY PAUL DIMAS	TRAVIS	78617	CSS8931	TX	898
85	STAR MARIE HURST	WILLIAMSON	78626	CT2K986	TX	1083
86	ANDREW GLEASON	TRAVIS	78723	CW4D326	TX	227
87	TANESHA NICOLE HENDERSON	WILLIAMSON	78641	CXC5798	TX	378
88	LARRY MILLIGAN	TRAVIS	78653	CXS3758	TX	996
89	MARGARET LINDA GARCIA ELIZABETH MIRANDA GARCIA	BEXAR	78216	CXT7349	TX	214
90	MELODY LANE WATSON	WILLIAMSON	78641	CY2R660	TX	762
91	STEFFANI MARIE ALONZO	WILLIAMSON	78642	CYL4194	TX	563
92	CICELY WILKINSON CYPHERS	TRAVIS	78754	DBW2774	TX	429
93	CHRISTINA JEAN NANCE	BASTROP	78602	DCW2929	TX	376
94	RAFAEL CASTILLO	TRAVIS	78653	DDF5563	TX	1305



CTRMA Prohibited Vehicles

95	MELISSA ABIGAIL DASHER	TRAVIS	78653	DDG3168	TX	576
96	TATIANA CASTRO	BEXAR	78230	DFR3093	TX	432
97	DAVID ELLIOTT CLARK	HAYS	78610	DFX6582	TX	182
98	RUBEN ROGER HERNANDEZ	TRAVIS	78727	DFY0258	TX	180
99	MOISES CASTRO	TRAVIS	78653	DFY3464	TX	205
100	DONNIE A MARTIN	BASTROP	78602	DG2L529	TX	450
101	LAUREN ASHLEY MILLS TAYLOR ROLFE MILLS	TRAVIS	78645	DGJ2890	TX	135
102	KIMBERLEY ANN MOVAN	BURNET	78605	DGN4518	TX	393
103	CARLOS NICOLAS JAIMES	TRAVIS	78617	DH4M848	TX	501
104	DAVID M BUSBY CHERYL K SAHM	WILLIAMSON	78634	DH4V259	TX	132
105	JOSE LEON HERNANDEZ	TRAVIS	78724	DJ3L988	TX	435
106	DIANA C GUTIERREZ	TRAVIS	78725	DJB8086	TX	143
107	MELISSA HENDERSON	TRAVIS	78660	DJC1261	TX	875
108	JANEY S GARCIA	WILLIAMSON	78641	DJC5337	TX	300
109	ERIC WALLACE-EUGENE SCHOEN	BASTROP	78612	DK6D711	TX	199
110	MELISSA FUENTES	BASTROP	78621	DL7S295	TX	165
111	STAYTON ANDREW COONS	WILLIAMSON	78681	DLG2293	TX	1561
112	MARISA A LEON LIZARDO	TRAVIS	78757	DLG6773	TX	506
113	REY ORTEGA JR	WILLIAMSON	78664	DLH2264	TX	399
114	JABOT HOWARD	TRAVIS	78758	DM2P253	TX	118
115	MARIA C MEJIA GEORGE M JIMENEZ	WILLIAMSON	78664	DM4H419	TX	812
116	WALTER EVANS	WILLIAMSON	78641	DM5S273	TX	1442
117	EMILY KAYE BLACK	TRAVIS	78757	DMS9531	TX	193
118	KIMBERLY ANN HILL	WILLIAMSON	78642	DMS9974	TX	266
119	CRYSTAL GALLIMORE	WILLIAMSON	78641	DN4W127	TX	659
120	CERVANDO MALDONADO PEREZ	TRAVIS	78724	DNB7174	TX	234
121	SHIANNE DANEE HATMAKER	WILLIAMSON	78641	DNC1728	TX	307
122	JOE RICHARD ALVAREZ	WILLIAMSON	78641	DNC8758	TX	174
123	EUGENIA AHUILIZTLI RIVAS	TRAVIS	78724	DND4216	TX	433
124	SHAWN BURRELL ALICIA BURRELL	WILLIAMSON	78641	DNL5317	TX	341
125	ROGELIO JIMENEZ	TRAVIS	78754	DNL8796	TX	219
126	SYLVIA ORTIZ-LLANOS	BASTROP	78621	DNM2064	TX	202
127	JUDITH MARIE CASTILLO FRANK CASTILLO	TRAVIS	78727	DP4X998	TX	218



CTRMA Prohibited Vehicles

128	STANLEY DAVID VENNE	BURNET	78605	DP6F754	TX	672
129	ADALBERTO C JAIMES FRANCISCO SANCHEZ	TRAVIS	78723	DPD3212	TX	317
130	LANEY ALEXANDRA FRANKLIN	WILLIAMSON	78613	DPN0863	TX	185
131	KENNETH E ZIEGER	BASTROP	78659	DR8V203	TX	141
132	R.C.G. AUTO BODY & FRAME	BEXAR	78211	DS9G120	TX	154
133	LEIGH ANN STAMPS	TRAVIS	78660	DSJ1701	TX	290
134	CRISTOBAL PEREZ TORRES	TRAVIS	78653	DSJ3588	TX	447
135	CHRISTOPHER ANDREW WILLIAMS	WILLIAMSON	78664	DT1L340	TX	102
136	HEATHER J WILLIAMS	BASTROP	78621	DT7D996	TX	171
137	STEPHANIE PACHECO MACIAS	WILLIAMSON	78646	DT8M599	TX	319
138	JENNIFER WARREN BROWN	LEE	78942	DWB7298	TX	488
139	DANIEL VAZQUEZ	HAYS	78640	DWV6262	TX	134
140	HELEN RUBIO YANEZ	BASTROP	78621	DX3H942	TX	508
141	GREGORY MILLER	TRAVIS	78653	DX6G018	TX	773
142	JASON LOUIS ALLEN	LAMPASAS	76539	DXW3160	TX	1426
143	AMBER GAYLE COLLINS JON M COLLINS	WILLIAMSON	78641	DXX1563	TX	826
144	CORY RICHARD ZIMMERMAN	WILLIAMSON	78613	DYC4084	TX	320
145	JUSTIN DANIEL POGUE	WILLIAMSON	78642	DYF1691	TX	949
146	ARTURO RESENDEZ CLEILA OLIVA	TRAVIS	78758	DYF7831	TX	1153
147	JUNE LOUISE PELAT	LLANO	78672	DYT6537	TX	220
148	MARY MARGARET WOODS KEETA TILMONE WOODS	TRAVIS	78653	DYX1041	TX	1453
149	JOANN WEBB	TRAVIS	78721	DYX7214	TX	326
150	KELTON LAMONT BAKER	BASTROP	78621	DYX7216	TX	2007
151	MARK EDWARD SCHROEDER	HAYS	78640	DYX8848	TX	423
152	KYMBERLIEGH AUNYAHMARI SMOAK	TRAVIS	78617	DYX9280	TX	1913
153	JANA MARIE BOWMAN	TRAVIS	78653	DYZ8PH	TX	1172
154	YOLANDA HIGUERA LEON OSCAR LEON	BASTROP	78621	DZK8465	TX	453
155	ANDREW JONATHAN MORTON JR	BASTROP	78621	FDW3640	TX	613
156	APRIL ELIZABETH LIRA DAVID LIRA	WILLIAMSON	78613	FFC7640	TX	264
157	ELIZABETH STUART TISDALE	TRAVIS	78745	FFH8739	TX	487
158	ROMARIO ZALAZAR MANUEL D ARCE	BASTROP	78621	FFP9201	TX	430
159	ROMAN CORONADO III	TRAVIS	78741	FFZ6523	TX	394
160	CONTESSA MUNOZ	BASTROP	78621	FGX8140	TX	237



CTRMA Prohibited Vehicles

161	DIANNA SUAREZ	TRAVIS	78754	FGY3544	TX	1400
162	MARLO IVENNA SOLIZ DANAYRA SANCHEZ	TRAVIS	78745	FGZ9133	TX	575
163	CHRISTOPHER C MCLENNAN	TRAVIS	78753	FHB4865	TX	2142
164	MARIO MEDEL	HAYS	78610	FHD2863	TX	757
165	JENNIFER ELIZABETH WINFREE	WILLIAMSON	78613	FHK5375	TX	1172
166	VICTOR L ADORSEY GARDNER	TRAVIS	78722	FJC4049	TX	129
167	SARAH MCGEE	WILLIAMSON	78641	FJK9139	TX	813
168	KENNETH DALE COLEMAN	TRAVIS	78738	FJW6848	TX	184
169	PARHAM ENTERPRISES INC	HARRIS	77379	FJW8794	TX	327
170	ISRAEL ACATA RIOS	BEXAR	78213	FKN3214	TX	144
171	GREGORY MARION SALEME II	JEFFERSON	77706	FKV4990	TX	106
172	STEVEN CORNELL ROBINSON JR	WILLIAMSON	78664	FLD3578	TX	682
173	HECTOR RODRIGUEZ JR CRYSTAL NACOLE RODRIGUEZ	WILLIAMSON	78641	FLD6383	TX	185
174	HELEN HARMAN TERRY HARMAN	TRAVIS	78669	FLG8103	TX	570
175	TRAVISFLUNDER	TRAVIS	78653	FMW7593	TX	1494
176	IRA MILLIGAN	BASTROP	78621	FMW8806	TX	302
177	ARMANDO SUAREZ-GARCIA DORA JUAREZ-CRUZ	WILLIAMSON	76527	FMX5197	TX	632
178	JOHN JAY TELLER JR	TRAVIS	78753	FMY5945	TX	190
179	KYLE JAY NORMAN	WILLIAMSON	78642	FPB2069	TX	233
180	KELLY BRIAN WORTHEN ERIKA ANINE WORTHEN	WILLIAMSON	78613	FPF5598	TX	214
181	CODY LEESMITH HARRY LEESMITH	WILLIAMSON	78641	FPG0361	TX	454
182	PAYNE ALEXANDRA FRANCO	BASTROP	78602	FPH8539	TX	275
183	KERRY SUE ANGELL	TRAVIS	78753	FPH9927	TX	148
184	WAKIUMU NYOIKE	BELL	76542	FPJ3500	TX	526
185	MARSHA BUTLER BENSON MYLES CHRISTOPHER ROLAND	TRAVIS	78754	FPS4996	TX	217
186	LARRY DARNELL PUREFOY JR AERIN PATRICE PUREFOY	TRAVIS	78754	FRJ4143	TX	1721
187	DEBORAH LEESLOCUM	BURNET	78611	FSC8020	TX	248
188	ASHLEY VILLARREAL	TRAVIS	78754	FSD3624	TX	153
189	TOBIN TANNER ALDERMAN	HILL	76648	FSV4841	TX	1155
190	OMERO RAMIREZ GUZMAN	BEXAR	78257	FTS2296	TX	165
191	RAE LYNN MOORE-DROSCHKE	TRAVIS	78617	FTZ9205	TX	737
192	ISMAEL HERRERA FERNANDEZ	WILLIAMSON	78665	FVW5157	TX	225
193	JOSE G BERNAL	TRAVIS	78724	FVX2691	TX	430



CTRMA Prohibited Vehicles

194	LAURIE ANN FREDERICK	WILLIAMSON	78641	FVX4168	TX	537
195	ROBERTO ESPINOSA SERINA MARIE THOMPSON	TRAVIS	78653	FWJ8766	TX	210
196	JAMES GRAY TAYLOR CHELSEA LINDIE TAYLOR	GILLESPIE	78624	FXL0204	TX	662
197	TYLER JARED HOLDEN	BELL	76502	FYB7266	TX	501
198	TANYA STONE VANPELT	DALLAS	75080	FYD0789	TX	195
199	ERIC LEEVASQUEZ	WILLIAMSON	76574	FYZ1914	TX	132
200	LISA SUZANNE GENTRY	WILLIAMSON	78641	FZW0022	TX	707
201	RUSSELL THOMAS TREVINO	Gonzales	78632	GBC3542	TX	463
202	KEYLI TURRELL LAFITTE	WILLIAMSON	78717	GBC6226	TX	425
203	ALAN RAY ETHERIDGE	WILLIAMSON	78717	GBC6881	TX	206
204	DONALD RAY BELVIN	WILLIAMSON	78613	GBC7308	TX	154
205	MICHAEL DANIEL SWEAT	LEE	78947	GBD7512	TX	223
206	GARRY GRACE JALEN A WILLI	WILLIAMSON	78634	GCC7611	TX	127
207	BIANCA ALICIA SAN MIGUEL	TRAVIS	78660	GCL2129	TX	1560
208	CRISTINA AGUSTINA SOSA	TRAVIS	78753	GCL9680	TX	108
209	HECTOR NOE CASTILLO JR	TRAVIS	78748	GCZ0631	TX	140
210	DANIELLE NICOLE MOHR CHRISTOPHER CODY SCHWAB	WILLIAMSON	78641	GCZ4946	TX	484
211	VERA ANN FIELDS DAVID ALLEN FIELDS SR	WILLIAMSON	78634	GCZ6722	TX	206
212	RANDAL H KRUSE	WILLIAMSON	78664	GF73H	TX	305
213	MARNQUI D WESLEY	TRAVIS	78660	GF81NP	TX	506
214	ADELL DANIELS OTIS NEAL DANIELS	TRAVIS	78660	GFK3723	TX	238
215	RANA WILLIAMS HATTEN	WILLIAMSON	78613	GGC5469	TX	661
216	LORRAYNE ELEISE FRANCIS	TRAVIS	78724	GGG3912	TX	202
217	FAITH BREIANNA NELSON	WILLIAMSON	78641	GGG9172	TX	269
218	GABRIELA GONZALEZ	WILLIAMSON	78641	GGH1930	TX	1123
219	GARBY WADE	TRAVIS	78745	GGH8358	TX	217
220	MICHAEL KEVIN LUMPKINS	WILLIAMSON	78641	GGT6879	TX	1267
221	TINA M KLEIN	TRAVIS	78660	GGY7242	TX	199
222	LESLIE E STEWART	WILLIAMSON	78613	GGY7364	TX	353
223	DONALD C COOPER CHARLOTTE L COOPER	TRAVIS	78660	GGY7904	TX	342
224	MERISA SHUSKEY	WILLIAMSON	78613	GHL8538	TX	416
225	Margaret M Ford	TRAVIS	78727	GHV6156	TX	155
226	HALEY C MCFARLAND RYAN M TENSCHER	TRAVIS	78759	GJ56DL	TX	122



CTRMA Prohibited Vehicles

227	CHAD MICHAEL KERSHNER	BASTROP	78602	GJM1166	TX	133
228	MARISEL C BALLARD	TRAVIS	78754	GJX9651	TX	118
229	BRISTOL JORDAN HARRIS LAWSON ONEAL HARRIS	BELL	76542	GJY2151	TX	295
230	NICOLE LEIGH HAWKINS	WILLIAMSON	78613	GJY6079	TX	156
231	SERGIO ARTURO CERVANTES	San Saba	76877	GJZ9135	TX	380
232	PEDRO ALEJANDRO AGUILAR CECELIA ALYCE AGUILAR	WILLIAMSON	78634	GKB2930	TX	399
233	CHRISTINA LETICIA MENDEZ ROMAN RODRIGUEZ HERNANDEZ	TRAVIS	78617	GKY7731	TX	952
234	JULES P DOUFFET CHRISTOPHER DOUFFET	WILLIAMSON	78729	GKY8442	TX	156
235	MARGARITO MARTINEZ	HAYS	78610	GKY9909	TX	395
236	SONIA JOHANNA PADRON MACEDO	TRAVIS	78617	GKZ0326	TX	423
237	CARRA HAGGBERG	WILLIAMSON	78630	GKZ5587	TX	328
238	ALVINO YBARRA	TRAVIS	78741	GKZ8238	TX	271
239	DELIA RAMIREZ	HAYS	78640	GKZ8567	TX	635
240	BRADFORD BUCHANON BEARD	WILLIAMSON	78641	GL23VC	TX	102
241	JESSE NORTHINGTON	WILLIAMSON	78641	GL72YK	TX	943
242	JAMILA MOSI COLEMAN	TRAVIS	78653	GLZ2518	TX	514
243	CATHY DENISE ALLEN RANDOLPH V ALLEN III	WILLIAMSON	78641	GM56NX	TX	455
244	LEON WALLS JR	TRAVIS	78748	GMG7375	TX	2785
245	JUDITH LYNN SORRELLS JOSEPHINE ZAVALA SANDERS	WILLIAMSON	78660	GMN4726	TX	596
246	BRENT RAY GRAHAM ANGELA RENEE GRAHAM	WILLIAMSON	78613	GMN9787	TX	651
247	CHRISTINA LOU SCHLUTER CHRISTOPHER SHAUN SCHLUTER	HARRIS	77521	GMT2956	TX	169
248	AMANDA MEJORADO DANIEL MEJORADO	BASTROP	78621	GMZ8331	TX	1652
249	BRANDON KEITH POE	BASTROP	78621	GN47HC	TX	482
250	SARAH E STRONG	BASTROP	78602	GN58VK	TX	343
251	SHAWN MATHEW SALDANA	TRAVIS	78653	GN96YD	TX	1043
252	FRANKIE PERKINS	TRAVIS	78653	GNB2861	TX	870
253	AARON CLEMONS	BASTROP	78602	GNB7062	TX	203
254	LORENA SANTOS BUTRON	TRAVIS	78653	GNB7973	TX	217
255	ROCIO ISCAMILLA HERNANDEZ	WILLIAMSON	78613	GNB9142	TX	609
256	DAVE COLUNGA	TRAVIS	78702	GNC3467	TX	129
257	JOSEPH LEERICHARDSON	TRAVIS	78731	GRB8323	TX	699
258	BRIT'NY NICOLE STINSON	TRAVIS	78653	GRB9955	TX	1586
259	JAMES EDWARD NORTON JR DEBRA LYNN NORTON	BURNET	78605	GRC2317	TX	409



CTRMA Prohibited Vehicles

260	MARK CHRISTOPHER DIONNE SR GEORGINA ANGELINA DIONNE	WILLIAMSON	78613	GRX9419	TX	686
261	KATHERINE E COLEMAN	TRAVIS	78745	GSM3727	TX	113
262	RICHARD L EYSTER	TRAVIS	78660	GSV9326	TX	179
263	LAURA MARIE LUNA	TRAVIS	78741	GSV9989	TX	1611
264	MATTHEW DAVID KIRBY AMY ANN BENAVIDES	TRAVIS	78749	GSW1506	TX	140
265	ROSA LINDA VILLAREAL	HAYS	78610	GSW6392	TX	371
266	JORGE ANTHONY SOTELO MAYRA LETICIA SOTELO	TRAVIS	78722	GSW7640	TX	821
267	JOSHUA ANDREW SHEPHERD	TRAVIS	78758	GTS4474	TX	234
268	VIDIALIS PINEIRO	WILLIAMSON	78641	GTT0932	TX	654
269	DEVIN L HILL	TRAVIS	78747	GTV3341	TX	567
270	VIRGIL R DIXON	CORYELL	76522	GTV7298	TX	879
271	BRIAN JAMES STREETER	BASTROP	78621	GTV8897	TX	143
272	MILDA TOVAR MELCHOR	Gonzales	78959	GVK3554	TX	617
273	JEFFRY JAMES MCENTIRE	WILLIAMSON	78642	GVY2550	TX	789
274	KIRK EDMUND HAGEN	BURNET	78611	GWC5739	TX	507
275	NATALIE NICHOLE GUNDER WAYNE JERROLD HOLLEVOET	LAMPASAS	76550	GWC5752	TX	280
276	ERIC THOMAS WILLIAMS JR	WILLIAMSON	78613	GWF8091	TX	352
277	PAMELA BREWER HARDEN	BASTROP	78602	GWH0226	TX	380
278	NATOYA NICOLE THOMPSON	BASTROP	78621	GWN9169	TX	707
279	MARY ELIZABETH PRIETO	HAYS	78640	GWV4317	TX	616
280	DELIA BANDA HERRERA HENRY HERRERA HERRERA JR	TRAVIS	78725	GWV7740	TX	368
281	ROSALINDA LARA ESCALON VERONICA ESCALON	BASTROP	78621	GWV2940	TX	1742
282	ZULEMA CESILIA SUAREZ-SALAS	WILLIAMSON	78641	GWV3474	TX	555
283	JOE MONTALVO	TRAVIS	78758	GWV5915	TX	284
284	TRACY LYNN WEIGLE MATTHEW WAYNE WEIGLE	LAMPASAS	76550	GWZ0491	TX	1445
285	ANTHONY LEKEITH MOORE	TRAVIS	78724	GWZ2311	TX	1482
286	APRIL ANN PAIZ	TRAVIS	78752	GWZ3971	TX	385
287	STEPHANIE DAWN DAVIS	TRAVIS	78741	GXF5462	TX	392
288	BRENDA J CRANEY BRANDI RENEE CRANEY	WILLIAMSON	78641	GYB4263	TX	740
289	KENNETH DEEN FAGILE	BASTROP	78612	GYB6047	TX	411
290	MATTHEW SHIELDS DILLMAN KATHARINE CANTU	WILLIAMSON	78613	GYS4561	TX	135
291	JUSTIN GRAY MYNIER	BASTROP	78602	GYS5966	TX	421
292	CHAD RYAN NICKLE	TRAVIS	78728	GYZ8318	TX	810



CTRMA Prohibited Vehicles

293	HAGEN MICHAEL GRAY	SOMERVELL	76043	GYZ8930	TX	331
294	DANIEL RAY FORD	TRAVIS	78758	GZB3486	TX	103
295	VALICIA NICHOLS	TRAVIS	78653	GZB4126	TX	190
296	BRANDON LEWIS	LAMPASAS	76550	GZB7841	TX	410
297	TOMAS CASTILLO	TRAVIS	78653	GZB8946	TX	655
298	MICHAEL BERNARD SHAW	HAYS	78620	GZP7074	TX	688
299	JAMES RAY WILLIAMS	TRAVIS	78653	GZS8413	TX	259
300	ALICIA JORDAN	TRAVIS	78754	GZY2703	TX	1021
301	JOHN ABEL COSTILLA	WILLIAMSON	78634	GZY2910	TX	596
302	CRISTINA BELMAREZ	TRAVIS	78653	HBC1370	TX	825
303	ALAN ROBERT COPPENBARGER	WILLIAMSON	78641	HB5715	TX	230
304	ASHTIEN SHANAE MCNEIL	TRAVIS	78653	HB3101	TX	1275
305	JOSE G MIRELES	BASTROP	78650	HBR3676	TX	667
306	AMY C CURA TEDDY CURA	UPTON	79778	HBS3596	TX	232
307	JASON WAYNE BENEDICT DEVON RAE BENEDICT	WILLIAMSON	78642	HBT9227	TX	1048
308	JAMES ROBERT BONELLI	WILLIAMSON	78641	HBT9785	TX	173
309	DAVID W TINDELL	WILLIAMSON	78665	HBV0541	TX	309
310	ASHLEEDAWN LUCAS	BASTROP	78602	HBV0679	TX	1214
311	MIGUEL FELAN	WILLIAMSON	78634	HCC9653	TX	213
312	NICHOLUS QUINCY SIRLES MICHELLE RUBY SIRLES	BASTROP	78621	HCD2846	TX	484
313	BROYONN DE-ARVIS JACKSON	TRAVIS	78653	HCD2983	TX	272
314	CARMEN GONZALEZ	BRAZOS	77803	HCD3436	TX	225
315	CARNEALUS DESHON HOLLOWAY	TRAVIS	78753	HCD3535	TX	171
316	KELLY WILLIAM VANN	WILLIAMSON	78641	HCD4146	TX	395
317	BRANDY ROSHAWN RUSS	TRAVIS	78660	HCD4654	TX	264
318	JESSICA JANIE VALLES JOSE JUAN VALLES	BASTROP	78612	HCF4099	TX	443
319	AXEL DANIEL SANTIAGO ZAMORA DESTINY MARIE LOPEZ	TRAVIS	78725	HCF5019	TX	300
320	KEISHA SHANEE GRAY	WILLIAMSON	78665	HCF5179	TX	150
321	JENNIFER YVONNE HUTCHINGS PAUL CARLTON NORTIN	WILLIAMSON	78642	HCM5850	TX	903
322	MICHAEL PITTMAN	BASTROP	78621	HDY3451	TX	336
323	TYLER JAMES MEWHORT	WILLIAMSON	78642	HFH0069	TX	576
324	MAGGIE LEUNG	TRAVIS	78691	HFH0950	TX	312
325	SUMMER LARAE MCCONLEY	WILLIAMSON	78641	HF6678	TX	122



CTRMA Prohibited Vehicles

326	ARTURO GARIBAY JR	BEXAR	78212	HF7684	TX	373
327	JENNIFER ANNE MORIN	WILLIAMSON	78642	HF9813	TX	543
328	COSTER JUNIOR SAINT GERMAIN	WILLIAMSON	78729	HFL0808	TX	163
329	JUAN AGUIRRE	WILLIAMSON	78642	HF5201	TX	178
330	DENNIS TAMBUNGA DEHOYOS JR	WILLIAMSON	78613	HF9720	TX	1170
331	ZACHARY LEEIRWIN JENNIFER MICHELLE IRWIN	WILLIAMSON	78642	HGB0602	TX	456
332	MADALYN MICHELLE ORSAG	MILAM	76520	HGF0485	TX	268
333	DIAMON CHARISSE LEWIS	TRAVIS	78653	HHD9736	TX	1203
334	JUDD LOUIS KITZMILLER	WILLIAMSON	78628	HHN0202	TX	304
335	ANDREW REINKE	WILLIAMSON	78641	HHN3249	TX	1450
336	JACKIE LYNN BARNES	TRAVIS	78620	HHN7412	TX	1190
337	RYAN EUGENE STOY ASHLEY RAE STOY	LAMPASAS	76550	HJK8543	TX	424
338	JUAN RODRIGUEZ III	WILLIAMSON	76530	HJS9999	TX	592
339	BRENDA CARAWAY	LAMPASAS	76539	HJT2520	TX	141
340	SHANNON DIANE GARRETT	WILLIAMSON	78641	HJY4292	TX	654
341	LETRESA ROCHELL SHAW EDWARD LOUIS BERRY	WILLIAMSON	78613	HJY4925	TX	2731
342	KATHERINE MICHELLE BROWN	TRAVIS	78758	HJY5734	TX	353
343	FRANCESCA SHEIRON WRIGHT	WILLIAMSON	78641	HKR3424	TX	642
344	CHRISTOPHER A COBB	TRAVIS	78730	HKS7098	TX	831
345	RON COLLINS	WILLIAMSON	78641	HKT1327	TX	414
346	GUADALUPEA RIVERA	BASTROP	78621	HKT2764	TX	476
347	SARAH ELAINE WILLIAMSON	WILLIAMSON	78628	HKY4646	TX	588
348	KASEY CAUBLE	MILAM	76577	HLK0448	TX	451
349	OLLIE L THOMPSON GEORGIA ANN THOMPSON	BEXAR	78217	HLT1138	TX	204
350	JOSHUA MICHAEL MONTOYA DAVID ANTHONY MONTOYA	WILLIAMSON	78717	HLZ4838	TX	322
351	LEWIS E NASH DELORES M NASH	TRAVIS	78724	HMG6708	TX	251
352	DAVID MICHAEL JOWERS	WILLIAMSON	76574	HNF039	TX	392
353	FELIPE HERNANDEZ-LUNA CHRISTOPHER JOVVANI JUAREZ	TRAVIS	78617	HNP0741	TX	1857
354	SAMUEL ROY BYRD	WILLIAMSON	78613	HNY8608	TX	396
355	LEAH JANINE NORMAN	TRAVIS	78660	HPC5288	TX	194
356	MARIA GUADALUP CONEJO-GALLARDO IVAN JIMENEZ GARCIA	TRAVIS	78724	HPF3585	TX	137
357	MICHAEL TRAVISCURTIS O'CONNOR	BURNET	78654	HRX3832	TX	458
358	CRISTA H CHANCE	TRAVIS	78750	HSB5182	TX	325



CTRMA Prohibited Vehicles

359	JASON A FLORES JAIME FLORES	WILLIAMSON	78641	HSD2388	TX	732
360	ERIN DAWN ZIMMERMAN LENARD EUGENE ZIMMERMAN	WILLIAMSON	78613	HSR4269	TX	1660
361	ALICE PARK CONRAD	WILLIAMSON	78641	HSR6670	TX	318
362	HEATHER KRAL	TRAVIS	78725	HSR7423	TX	945
363	RICHARD DANIEL HAWES DIANA ROSE HAWES	WILLIAMSON	76574	HSR7671	TX	644
364	LUIS ENRIQUE ARZOLA JR CECILIA ANGELICA MENCHU	TRAVIS	78745	HTL0545	TX	1677
365	DALILA NICANOR-CASTELLANO OLIVERTO DE LA ROSA-MONTUFAR	WILLIAMSON	78613	HTM4738	TX	433
366	PAUL NONE GONZALES	TRAVIS	78701	HTN2487	TX	290
367	AMANDA T ROBINSON	WILLIAMSON	78664	HTR8553	TX	236
368	KRYSTAL JOHNSON	BASTROP	78602 3782	HTR9970	TX	323
369	JEONG HYUN OWENS	BELL	76543	HTY3265	TX	481
370	DIANNA PONCE	TRAVIS	78725	HVC4886	TX	1468
371	KAREN BLEVINS	WILLIAMSON	78641	HVC6914	TX	281
372	ALTON BLAINE BENGSCHE	BURNET	78605	HVC6960	TX	1014
373	BARBARA SUE SLAWSON	WILLIAMSON	78641	HVP5143	TX	134
374	JONATHAN DANIEL AGUILAR	WILLIAMSON	78641	HWB5187	TX	491
375	LACIE ALEXANDRA BURROW	BASTROP	78621	HWB6024	TX	1384
376	KALANDRIA DENISE MACK	BELL	76549	HWB7845	TX	600
377	JAMES EARL MOSLEY JR	TRAVIS	78747	HWP5374	TX	439
378	GARY WILLIAM LEE	TRAVIS	78660	HWP6813	TX	712
379	URIEL BENITEZ PONCE NOE ARTURO RODRIGUEZ SANCHEZ	WILLIAMSON	78641	HWR0156	TX	131
380	SHIRLEY LAMAE TAYLOR	BASTROP	78621	HWR0972	TX	207
381	DANIEL JOSEPH LAPAGLIA	TRAVIS	78726	HWR1636	TX	128
382	CHAD STITH	WILLIAMSON	78613	HWR2983	TX	399
383	NATALYA LOKELANI MADOLORA GEORGE MARGARETICH	TRAVIS	78617	HXG4705	TX	1229
384	HERCULANO AVILA CHARLOTTE AVILA	WILLIAMSON	78634	HXG5712	TX	301
385	RAUL BRIONES SAUCEDO	TRAVIS	78747	HXZ8153	TX	1779
386	MARIA MERCEDES RIVERA	TRAVIS	78720	HXZ8765	TX	263
387	CHARLES C HAMMOND	TRAVIS	78728	HYB1133	TX	113
388	ASHTON L WALKER	WILLIAMSON	78641	HYB6063	TX	608
389	JACOB NERING	BASTROP	78602	HYS6263	TX	2522
390	RAY ARMOUR HART III BETH MARIE HART	WILLIAMSON	78642	HYS6425	TX	259
391	TERESA SONYA RODRIGUEZ	WILLIAMSON	78641	HZF7194	TX	457



CTRMA Prohibited Vehicles

392	PHILIP MICHAEL GOERTZ	BASTROP	78621	HZF8842	TX	155
393	FELIPE A AMAYA ALVARADO	WILLIAMSON	78641	HZJ3131	TX	167
394	MIA ANGEL RICHARDSON	HAYS	78640	HZJ8317	TX	364
395	LISA DIANE ATKINS	WILLIAMSON	78613	HZK4792	TX	883
396	LYNN CHERI UGIANSKY	TRAVIS	78702	HZL2146	TX	318
397	JEDMUNDO G GALINDO	BASTROP	78621	HZY5971	TX	130
398	ASIANHA CURRY	TRAVIS	78653	JBM5042	TX	455
399	SRAY WICKS	TRAVIS	78660	JBM5460	TX	375
400	JANIE PENA GOMEZ	TRAVIS	78724	JBM5594	TX	250
401	FRED DOUGLAS GAINES	TRAVIS	78744	JBN1522	TX	1313
402	KOLLIE BOBBY PEWU	TRAVIS	78748	JBN2877	TX	155
403	MELANIE REYES	WILLIAMSON	78664	JBN3886	TX	1160
404	JONATHAN HERNANDEZ	WILLIAMSON	78717	JBN4768	TX	157
405	DENNIS JOHNSON	WILLIAMSON	78613	JBN4859	TX	247
406	KERRY DURAND GAGE	WILLIAMSON	78626	JBN6339	TX	168
407	ROBERT DUNCAN DAVILA MELISSA PEPPER DAVILA	TRAVIS	78745	JBT3274	TX	391
408	SHANNON LEIGH DAVID	TRAVIS	78728	JCC0127	TX	329
409	DOMINIQUE ELISABETH G HENDRICH	CORYELL	76522	JCG1909	TX	386
410	BRENDA CARDENAS	BASTROP	78957	JCP0645	TX	653
411	STEVEN DALE WILLIAMS	TRAVIS	78758	JCR8249	TX	262
412	BERT JAMES KEEFER	WILLIAMSON	78634	JCR8323	TX	789
413	BRIAN ALLAN MARZOLF	WILLIAMSON	78641	JCY1877	TX	1935
414	VIOLA WEIRICH HALL EMILY GRACE WEID	BASTROP	73071	JDJ1505	TX	333
415	GREGORY MARK NICHOLL	TRAVIS	78758	JDJ4118	TX	204
416	STORM LEEMARK COSBY	WILLIAMSON	78641	JDR9944	TX	375
417	SHEHEYKO WASHINGTON	DALLAS	75052	JFF5672	TX	401
418	AURELIO MUNOZ SOLIS	TRAVIS	78617	JFR6570	TX	1242
419	LINA KITCHENS WINTZ JONATHAN LYNN WINTZ	TRAVIS	78645	JGH6580	TX	494
420	JOSIE MARIE GARZA BRIAN LACOY CHANDLER	TRAVIS	78653	JGJ0268	TX	384
421	CHENECE LASHAY BROOKS ALFONSO TJ LACOUR JR	TRAVIS	78724	JGJ0493	TX	146
422	ANTONIO LENARD NELSON JR	TRAVIS	78749	JGJ1113	TX	1169
423	GABRIEL MENDOZA	BASTROP	78621	JGJ4661	TX	814
424	ANORA DEPINA RIVERA	WILLIAMSON	78641	JGJ5707	TX	1124



CTRMA Prohibited Vehicles

425	HORLANDO ESQUIVEL CHAPARRO	BASTROP	78621	JGN8958	TX	359
426	HARRY ARNOLD	TRAVIS	78725	JGN9255	TX	266
427	RILEY THOMAS TOWNSEND	WILLIAMSON	78613	JHT4547	TX	2114
428	JACOB MARTINEZ	TRAVIS	78741	JHX3640	TX	147
429	MELANIE DAWN FLETCHER	BASTROP	78612	JJF3830	TX	182
430	DAKOTA LEEPRATT STANLEY ATKINS PRATT	WALKER	77340	JJF4096	TX	814
431	RACHEL NICOLE WOOLLEY	WILLIAMSON	78641	JJF4538	TX	540
432	RANDOLPH HILLMAN PRATZ JR	BASTROP	78621	JJF6117	TX	2710
433	EVELYN JEANETTE MCDADE STEVEN MCDADE	TRAVIS	78724	JJG0278	TX	495
434	JOSE SILVIO RIVERA	TRAVIS	78660	JJG5160	TX	819
435	TOD A LOUGHRIGE	BASTROP	78621	JJG5572	TX	512
436	JESSICA GONZALES	TRAVIS	78724	JJL3872	TX	130
437	JOSEPH STEPHEN HUNTE JESSICA MICHELLE HUNTE	TRAVIS	78660	JKR5951	TX	242
438	DERRICK JERMAINE BUTLER BRITTANY CORRINE BUTLER	TRAVIS	78653	JKR6885	TX	1631
439	JOSE MANUEL AGUILAR LOPEZ	TRAVIS	78757	JKR6985	TX	649
440	CHRISTOPHER M MARTINEZ MARISA DURAN MARTINEZ	TRAVIS	78660	JKS3373	TX	325
441	COURTNEY RICHELLE WEIR	WILLIAMSON	78641	JKV7174	TX	1026
442	ESTEBAN MICHAEL LANDEROS	WILLIAMSON	78641	JLJ1826	TX	838
443	KRISTIN NICOLE GILSTRAP AARON JON CLARK	WILLIAMSON	78613	JLJ4591	TX	213
444	ISABEL DOMINGO SANCHEZ	WILLIAMSON	78641	JLJ7652	TX	791
445	MORGAN CLAIRE SMITH SEAN JOSEPH SMITH	WILLIAMSON	78729	JLJ9626	TX	599
446	CHRISTOPHER JOHN HARKINS	WILLIAMSON	76574	JLK0064	TX	1476
447	TAMARA DENICE COLEMAN	TRAVIS	78653	JLK5831	TX	1359
448	DAVID SOTO	WILLIAMSON	78641	JLK7783	TX	838
449	SANDRA MENDOZA VILLANUEVA THOMAS FRANCISCO VILLANUEVA	WILLIAMSON	78681	JLK8730	TX	133
450	BRAD ALAN CARTER	BASTROP	78621	JLP7939	TX	829
451	BRIAN WILLIAM BERENTIS	WILLIAMSON	78642	JML0562	TX	299
452	CRISTINA M ALVAREZ	TRAVIS	78744	JMN0097	TX	416
453	GLENDA JEAN KENNEDY REGINALD JEROME BROWN	WILLIAMSON	78664	JMN0314	TX	1042
454	CHRISTOPHER DAVID SANDERS	WILLIAMSON	78641	JMR0687	TX	152
455	ASHLEIGH ROBERTSON	TRAVIS	78754	JMX5211	TX	340
456	JOE ANDREWS	TRAVIS	78725	JNB9437	TX	1502
457	JOSE ISIDRO MENDEZ	HARRIS	77023	JPG8569	TX	244



CTRMA Prohibited Vehicles

458	LATASHA NIKIA RODGERS	TRAVIS	78660	JPX9427	TX	519
459	JOE MANUEL LEAL JR	BEXAR	78252	JPX9607	TX	739
460	WHITNEY MARIE KRAUSKOPF	HAYS	78666	JRC6207	TX	354
461	THOMAS RANDALL WALL	LEE	78947	JRC6980	TX	215
462	SHAWNA J FUNK-DELACRUZ	BASTROP	78612	JRG6533	TX	547
463	KRISTIN RENEE LOPEZ	WILLIAMSON	78646	JRH0967	TX	353
464	SAUL MENDEZ RAMIREZ CARLOS DIAZ	HAYS	78640	JRH2658	TX	466
465	CHRISTOPHER JAMES LEGER	WILLIAMSON	78628	JRH4621	TX	434
466	KENIA MICHELLE OLMOS CALDERON MAGDALENA OLMOS	TRAVIS	78617	JRT9655	TX	162
467	BRAYAN LEONARDO MONCADA LEMUS	TRAVIS	78617	JRT9733	TX	329
468	PRISCILLA BIANCA BARNHART	TRAVIS	78721	JRV0205	TX	204
469	KLORISSA RANAE RAMIREZ CHRISTOPHER LANIER JACKSON	TRAVIS	78660	JRV0295	TX	147
470	RIAZ A KHAN	TRAVIS	78759	JRV2274	TX	165
471	MOLLY SARAH-REBECCA LATHAM JOHN CHRISTOPHER MCINTOSH	WILLIAMSON	78717	JRV5281	TX	396
472	CEDRIC LEEJOHNSON	TRAVIS	78754	JRV6107	TX	2134
473	JACLYN ALCOSER	TRAVIS	78660	JSC1438	TX	226
474	JOHN AVERY SINCLAIR	WILLIAMSON	78613	JSK8305	TX	399
475	ERICA LASHONE TRENT	TRAVIS	78724	JSX4225	TX	613
476	ERIC EUGENE RODRIGUEZ	TRAVIS	78653	JTL3133	TX	1984
477	KRISTOPHER LEEGRISWOLD MELISSA JEAN GRISWOLD	BLANCO	78663	JTY9619	TX	230
478	LOLA DINA REYNA	JIM WELLS	78332	JTZ7140	TX	240
479	MARCO ANTONIO MORALES FRANCO	FORT BEND	77471	JVG1761	TX	177
480	CHANDI CLAIR DAMERON	WILLIAMSON	78642	JVG6012	TX	144
481	DANNY FRANCO	TRAVIS	78724	JVG9168	TX	358
482	VANESSA MICHELL LUCIO MEDINA	TRAVIS	78653	JVH9023	TX	1135
483	JEFFREY C. NEUMANN	WILLIAMSON	78681	JVM4204	TX	385
484	KIMBERLY ANN DIXON SANTO LUQUE MARADIAGA	TRAVIS	78741	JVM5845	TX	210
485	KRYSTAL NICOLE TORRES	CALDWELL	78644	JVN8816	TX	269
486	HALEY MAGIERSKI, TARA ALEXANDR	BEXAR	78257	JVR6815	TX	292
487	LINDA HARRISON BRANSCUM	MCLENNAN	76712	JVS8531	TX	154
488	JULIANNA ELIZABETH ROBERTS	WILLIAMSON	78641	JWH2146	TX	1019
489	TIFFANY MARIE LAFRANCE EBONY SHAWNTAE LAFRANCE	TRAVIS	78660	JWH6413	TX	214
490	SANTIAGO RAMON CARRIZAL	BASTROP	78621	JWJ6484	TX	129



CTRMA Prohibited Vehicles

491	TRUE LEIGHT KAJIMURA	WILLIAMSON	78641	JXD6080	TX	657
492	Laurie Beth Ramon	TRAVIS	78617	JYD3865	TX	658
493	TIMOTHY BRYAN LITSINGER	TRAVIS	78617	JYF8359	TX	548
494	PHILBERT JUAN HENDERSON	TRAVIS	78759	JYV5880	TX	815
495	IRA EVAN WILLIAMS MARISSA RENEE WILLIAMS	WILLIAMSON	78729	JYV7196	TX	1490
496	CYNTHIA GARCIA HERNANDEZ JORGE LUIS NAVARRO	TRAVIS	78617	JYV8948	TX	264
497	THREASA REKER	WILLIAMSON	78628	JYV9122	TX	741
498	CHRISTOPHER CHUKWUDI OGBONNA	TRAVIS	78727	JYW2294	TX	341
499	SIMON MICHEL GUILLEN	TRAVIS	78753	JZP1233	TX	304
500	CARMENCITA DINA NICHOLS DONALD K NICHOLS	WILLIAMSON	78628	KBM1283	TX	464
501	KINCH EDWARD MEYER III	WILLIAMSON	78613	KBY3525	TX	145
502	PRESTON DERNARD JOHNSON	BELL	76548	KBY4183	TX	187
503	ANITA MARIE SHIRK	WILLIAMSON	78613	KBY4353	TX	548
504	CHRISTOPHER JAMES BURNS	TRAVIS	78660	KBY7400	TX	636
505	JUAN PABLO ZAMARRIPA	TRAVIS	78741	KCC3043	TX	557
506	MARK ALAN ASPENLEITER	POLK	77399	KDB4365	TX	282
507	AIDE AGUILAR VAZQUEZ	BASTROP	78621	KDS9118	TX	1255
508	NIKHIL GOUD MADAGOWNI MAGALI MADAGOWNI	TRAVIS	78653	KDT7788	TX	130
509	MAX V TORRES JR ELISE N TORRES	WILLIAMSON	78613	KGD9116	TX	237
510	JASON CLEMONS BRITTANY PATERSON	BASTROP	78602	KGD9759	TX	406
511	MARTHA ALICIA GALLEGOS RENE ROBERT GALLEGOS	WILLIAMSON	78642	KGJ4544	TX	2132
512	JORDAN BENJAMIN SNEED	WILLIAMSON	78641	KGW1871	TX	470
513	JASON MALCOLM HUDSPETH	TRAVIS	78752	KGW1960	TX	447
514	JOSE ELIAS MORALES	WILLIAMSON	78641	KHS4269	TX	857
515	JOSEPH RAY GARCIA	WILLIAMSON	78641	KHY8595	TX	411
516	GERONIMO JOSE FUENTES JR	BELL	76513	KHY9638	TX	322
517	NICHOLAS BLANE FRAZIER MELISSA REESE FRAZIER	WILLIAMSON	78641	KIVE	TX	1673
518	CATALINO ESPINOZA MARTINEZ STELLA CARDENAS ESPINOZA	BASTROP	78621	KJC0632	TX	597
519	XAVIER MAURICE BURNS	WILLIAMSON	78729	KJD4533	TX	528
520	JOSEPH BERNARD PUTMAN	TRAVIS	78753	KJD6567	TX	308
521	MICHAEL TREMAINE PERKINS	TRAVIS	78754	KJD7064	TX	355
522	RUBI GUTIERREZ LOZA	WILLIAMSON	78634	KJF1086	TX	257
523	JENNIFER BRICKER DAVIS	LEE	78947	KJF5882	TX	795



CTRMA Prohibited Vehicles

524	ALBERTO CASTANEDA VARGAS ERIC ESTRADA ESCOBEDO	TRAVIS	78653	KJF6984	TX	2446
525	HENRY FRANCIS HEKKER JR ANYSSA MARIE BALBAS	BURNET	78611	KJS5385	TX	637
526	AUSTIN JEFFREY GEHRER	WILLIAMSON	78642	KJZ9019	TX	598
527	JON COLLIN STRICKLAND	WILLIAMSON	78729	KKB5703	TX	586
528	JORGE LUIS LOPEZ HERNANDEZ PAMELA ERENDIRA TORRES CRUZ	WILLIAMSON	78642	KKB7109	TX	143
529	CHEYENNE MACKENZI CHILDRESS	WILLIAMSON	78613	KKB7733	TX	533
530	TABITHA HOGAN	WILLIAMSON	78664	KKC1595	TX	609
531	MARKIE L WENDEL	WILLIAMSON	76574	KKC1911	TX	376
532	GABRIELLE JEAN GINAPP	WILLIAMSON	78664	KLF4750	TX	481
533	JAEN L GALARZA	TRAVIS	78660	KLF8977	TX	836
534	DANNY WILFORD	TRAVIS	78702	KLF8983	TX	1367
535	NICOLE MARIE REYES	BASTROP	78621	KLF9145	TX	638
536	NIGEL LAMAR MILLIGAN	TRAVIS	78753	KLG5052	TX	1300
537	RICARDO ANGEL VILLAREAL	TRAVIS	78723	KLK7353	TX	325
538	DEBBIE SORRELLS	BELL	76547	KLG8096	TX	640
539	JUAN CARLOS VILLAFANA	TRAVIS	78741	KLG8271	TX	229
540	NATALIE NICOLE LIGUES	TRAVIS	78756	KLG9926	TX	133
541	LORRAINE MORRIS	BASTROP	78621	KLH0388	TX	561
542	RICARDO RAMON GONZALES	TRAVIS	78745	KLK3409	TX	399
543	RUSSELL W HAINES II	WILLIAMSON	78681	KLM0526	TX	409
544	STASSENY LAMPKIN	TRAVIS	78660	KLM1264	TX	276
545	TOMMY EUGENE BILLS	TRAVIS	78758	KLR8704	TX	451
546	JOSH PHILLIPS	WILLIAMSON	78642	KLR9918	TX	277
547	JEFFREY ALAN HOWARD	WILLIAMSON	78641	KLS0402	TX	1008
548	RICHARD ANDREW DODSON	WILLIAMSON	78665	KMD1996	TX	144
549	TAMIKA RENE BROWN	WILLIAMSON	78665	KNN3642	TX	712
550	JOHN MOSES GUERRERO	WILLIAMSON	76574	KNN6136	TX	644
551	ROSA ELIA PEREZ HECTOR MANUEL PEREZ	TRAVIS	78724	KNN6736	TX	1382
552	LAURA LEIGHANN COPELAND	BASTROP	78621	KNN8280	TX	666
553	NANCY MOYA-TORRES SAMANTHA ANN LOVATO	TRAVIS	78745	KNP2042	TX	239
554	KAYLA ALEXANDER	TRAVIS	78758	KNP8701	TX	1100
555	CAPRICE MICHELLE SUTTON	WILLIAMSON	78729	KNT3773	TX	236



CTRMA Prohibited Vehicles

556	TERESA EILEEN DAVIS	CALDWELL	78616	KNT4989	TX	186
557	LATARA SHANTELL JACOBS	TRAVIS	78724	KNY8586	TX	389
558	NASTANCIA MARIA WILFORD	TRAVIS	78660	KNY9117	TX	368
559	JULIE MARIE MARTIN	WILLIAMSON	78729	KNZ3568	TX	516
560	JOHN HENRY PERRY	TRAVIS	78750	KPW1729	TX	107
561	LANCE W BLEDSOE	WILLIAMSON	78642	KPW3205	TX	342
562	BRENETTE SHEREEA ROLAND	TRAVIS	78653	KRF2213	TX	271
563	KIMBERLY DIANE RUSSOM	CORYELL	76522	KRV1826	TX	282
564	CHEYENNE RENEE POLZINE	TRAVIS	78653	KSC8165	TX	141
565	ARMANDO MARTINEZ	TRAVIS	78709	KSD2361	TX	207
566	LUCIO TREJO CASTRO ROSAURA ELENA DOMINGUEZ	HAYS	78640	KSD2615	TX	810
567	JOSE GERARDO RESENDEZ	TRAVIS	78724	KSD3797	TX	694
568	ELSIE DIAZ SAUL YANEZ	BASTROP	78621	KSD4817	TX	725
569	LARELL HENDRICKS SHATIVA DESHANTA DEN HENDRICKS	CORYELL	76522	KSH7349	TX	611
570	GEORGE ERIK GONZALEZ	NUECES	78413	KSK9899	TX	303
571	ANTHONY ZEPEDA	TRAVIS	78660	KSR6759	TX	504
572	JOHN ROBERT JONES	WILLIAMSON	78613	KSR9880	TX	393
573	NORA BRIDGES HARDWICK KRISTI MASHAE GANAWAY	WILLIAMSON	78613	KSS1081	TX	1365
574	MIKE A WALDMAN	WILLIAMSON	78613	KTJ5925	TX	1213
575	EDUARDO-AUGU BARRIENTOS-MARAZA BRENDA-LIZZETH NAVARRO-GIRON	BASTROP	78612	KTP8380	TX	644
576	NEHEMIAH LEON	TRAVIS	78617	KTP8734	TX	957
577	HOLLY DAWN HERRING	WILLIAMSON	78641	KTP9328	TX	1594
578	MARK SANTELLA	BASTROP	78659	KTR2160	TX	738
579	JASON ALBERT AMEZQUITA	WILLIAMSON	78613	KTS9101	TX	478
580	MICHAEL SHAWN SAMFORD TIANNA FELICIA SHIRD SHAMFORD	WILLIAMSON	66049	KVL4342	KS	495
581	PAUL MICHAEL ORONA MONICA DENISE SALINAS	CALDWELL	78644	KVL4606	TX	802
582	DEMARCO MCSWAIN	TRAVIS	78724	KVL7298	TX	669
583	ANTONIO FLORES GONZALES	TRAVIS	78617	KVL9034	TX	197
584	CODY M BEALL	WILLIAMSON	78641	KVL9444	TX	821
585	IRA JOSEPH HARRISON	TRAVIS	78751	KVM0613	TX	2237
586	MONICA CONCEPCION CONTRERAS PEREA	TRAVIS	78702	KVM3035	TX	434
587	TOMMY EUGENE BILLS	TRAVIS	78758	KVM6180	TX	574
588	TARRON EUGENE EARTHMAN	TRAVIS	78617	KVM6727	TX	857



CTRMA Prohibited Vehicles

589	ZACHARY PEKE AUBIN JULIE ANN AUBIN	WILLIAMSON	78641	KVM6842	TX	790
590	LANCE ALAN MATOCHA	BASTROP	78957	KVM9546	TX	319
591	ALYIASHA DEZARAE RENEE THOMAS BUFFY RENEE HENDERSON	TRAVIS	78653	KVM9939	TX	1780
592	FERIDA ABIDANSIO LOGER	WILLIAMSON	78681	KVP4781	TX	216
593	JACQUELYN D DAVIS-DOZIER	TRAVIS	78660	KVP6292	TX	920
594	HEATHER SUE PETERSON	WILLIAMSON	78641	KVP6939	TX	1752
595	JESSICA PETERSON BOYD	WILLIAMSON	78613	KVP8003	TX	1709
596	STEPHANIE NICOLE HANLON	BELL	76542	KVS5937	TX	184
597	MONICA FRANCES THORNTON	WILLIAMSON	78665	KWG5241	TX	1387
598	JOEL GRANADOS JAIMES	HAYS	78737	KXC9847	TX	428
599	GLORIA E LEVRIE	BEXAR	78264	KXX9565	TX	310
600	CICILEY BREANNA JANE CAMERON	TRAVIS	78750	KYD2984	TX	152
601	SHELLY JEAN ROSE	WILLIAMSON	78641	KYD4601	TX	919
602	EMILY NICOLE CRUZ	BELL	76542	KYD7201	TX	281
603	YOICE ISABEL RODRIGUEZ	BELL	76543	KYD7754	TX	232
604	TAYLER JANETTE PRINE	WILLIAMSON	71923	KYM7051	AR	781
605	TYLER JACOBY CANINE	TRAVIS	78745	KYV4556	TX	307
606	DAVID C VILLAREAL GONZALEZ	EL PASO	79912	KYY1678	TX	126
607	DANIEL GARCIA CATALAN	TRAVIS	78725	LBV9452	TX	409
608	SHAWN EADY MADDEN	TRAVIS	78726	LCC0574	TX	383
609	LARRY PUREFOY	GUADALUPE	78154	LCG3040	TX	795
610	LEEMEISHA NICOLE DAWSON	TRAVIS	78653	LDD2817	TX	1866
611	COURTNEY ELISE ZIMMERMAN	WILLIAMSON	78729	LDX9488	TX	490
612	ISMAEL VARGAS OSORIO	WILLIAMSON	78724	LDY3438	TX	294
613	WANDA HARDY	WILLIAMSON	78642	LFC4163	TX	174
614	TERIKA LAQEE JOHNSON	TRAVIS	78653	MCH2750	TX	428
615	MARK ANTHONY NORTHINGTON II	TRAVIS	78653	MHB9199	TX	222
616	KIMBERLEY KAY MCADAMS	BURNET	78611	MHC3398	TX	660
617	BRIAN DONALD CAMPBELL	WILLIAMSON	78641	MKK4395	TX	1298
618	BLAKE ANDREW ROGERS	WILLIAMSON	78626	NJR6726	TX	701

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

RESOLUTION NO. 22-019

**APPROVING FINANCIAL INSTITUTIONS AND QUALIFIED BROKERS
AUTHORIZED TO PROVIDE INVESTMENT SERVICES AND ENGAGE IN
INVESTMENT TRANSACTIONS WITH THE MOBILITY AUTHORITY.**

WHEREAS, pursuant to Texas Government Code §2256.005(e), the Board is required to review the Mobility Authority's investment policy and investment strategy annually and record any changes made to either the investment policy or investment strategy; and

WHEREAS, Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code establish the Mobility Authority's investment policy and strategy in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

WHEREAS, the Board has reviewed the Mobility Authority's current investment policy and strategy set forth in Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code and finds that there have been no changes to either the policy or strategy; and

WHEREAS, pursuant to Texas Government Code §2256.025, the Board is required to review and adopt a list of qualified brokers that are authorized to engage in investment transactions with the Mobility Authority; and

WHEREAS, Section 201.011(a) of the Mobility Authority Policy Code provides that "financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority" shall be approved by a separate resolution adopted by the Board of Directors; and


WHEREAS, the Executive Director and Chief Financial Officer recommend that the Board approve the financial institutions and qualified brokers listed on Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that Board accepts and approves the current investment policy and strategy set forth in Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code; and

BE IT FURTHER RESOLVED, that the firms listed on Exhibit A to this resolution are hereby authorized to provide investment services and engage in investment transactions with the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of April 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:


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

Exhibit A

Authorized Investment Broker Dealers and Financial Institutions

FHN Financial Capital Markets (John Saragusa)
206 Wild Basin Road, Suite 109
Austin, Texas 78746

Great Pacific Securities (Garrett NG)
151 Kalmus Drive, Suite H-8
Costa Mesa, CA 92626

Oppenheimer & Co. Inc. (Chris Sullivan/Jack Fay)
85 Broad Street, 22nd Floor
New York, NY 10004

Mischler Financial Group, Inc. (Steve Neri)
1111 Bayside Drive, Suite 100
Corona del Mar, CA 92625

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

RESOLUTION NO. 22-020

ACCEPT THE FINANCIAL STATEMENTS FOR MARCH 2022

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and


WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of March 2022, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for March 2022, attached hereto as Exhibit A.

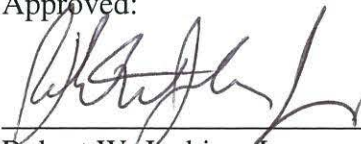
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of April 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2022

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	105,220,500	85,223,048	80.99%	55,213,438
Video Tolls	31,433,500	33,717,948	107.27%	15,780,755
Fee Revenue	13,921,000	10,435,561	74.96%	7,329,702
Total Operating Revenue	150,575,000	129,376,557	85.92%	78,323,894
Other Revenue				
Interest Income	1,230,764	792,924	64.43%	793,220
Grant Revenue	2,180,000	757,333	34.74%	844,852
Misc Revenue	320,000	204,920	64.04%	104,830
Gain/Loss on Sale of Asset	-	6,568	-	-
Total Other Revenue	3,730,764	1,761,744	47.22%	1,742,902
TOTAL REVENUE	\$154,305,764	\$131,138,302	84.99%	80,066,797
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,940,743	2,783,219	56.33%	3,233,288
Salary Reserve	80,000	-	-	-
TCDRS	1,016,106	560,896	55.20%	461,555
FICA	238,665	138,564	58.06%	142,659
FICA MED	74,643	41,406	55.47%	49,655
Health Insurance Expense	584,978	293,254	50.13%	341,434
Life Insurance Expense	6,714	4,407	65.64%	7,601
Auto Allowance Expense	10,200	7,225	70.83%	5,525
Other Benefits	209,200	116,864	55.86%	159,132
Unemployment Taxes	5,184	4,362	84.15%	4,995
Total Salaries and Benefits	7,166,434	3,950,197	55.12%	4,405,844

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2022

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	9,000	6,283	69.81%	7,033
Auditing	144,550	100,975	69.85%	91,475
Financial Advisors	-	16,200	-	-
Human Resources	30,000	14,767	49.22%	8,763
Legal	-	3,245	-	-
IT Services	285,000	102,053	35.81%	162,601
Internet	450	-	-	-
Software Licenses	514,500	332,584	64.64%	221,886
Cell Phones	24,800	15,001	60.49%	14,910
Local Telephone Service	105,000	66,627	63.45%	66,829
Overnight Delivery Services	200	57	28.46%	49
Local Delivery Services	50	-	-	12
Copy Machine	16,000	10,176	63.60%	11,448
Repair & Maintenance-General	10,000	2,273	22.73%	3,153
Meeting Facilities	-	1,300	-	-
Meeting Expense	13,250	730	5.51%	1,465
Toll Tag Expense	3,000	1,920	64.00%	1,200
Parking / Local Ride Share	2,750	17	0.63%	29
Mileage Reimbursement	4,800	164	3.42%	120
Insurance Expense	651,000	410,290	63.02%	379,222
Rent Expense	575,000	477,591	83.06%	425,150
Building Parking	11,000	957	8.70%	122
Legal Services	342,500	208,536	60.89%	186,074
Total Administrative and Office Expenses	2,742,850	1,771,745	64.60%	1,581,541
Office Supplies				
Books & Publications	4,250	2,720	64.01%	2,266
Office Supplies	11,000	1,235	11.22%	3,645
Misc Office Equipment	4,500	732	16.28%	101
Computer Supplies	186,950	37,766	20.20%	41,108
Copy Supplies	1,500	-	-	93
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	5,000	171	3.42%	139
Postage Expense	650	464	71.36%	441
Total Office Supplies	218,850	43,089	19.69%	47,793

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2022

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	75,000	-	-	-
Website Maintenance	100,000	43,692	43.69%	27,066
Research Services	275,000	10,109	3.68%	84,003
Communications and Marketing	500,000	15,327	3.07%	82,312
Advertising Expense	800,000	151,539	18.94%	151,316
Direct Mail	85,000	-	-	-
Video Production	179,000	8,820	4.93%	15,101
Photography	10,000	199	1.99%	-
Radio	75,000	-	-	-
Other Public Relations	-	-	-	10,576
Promotional Items	10,000	-	-	1,260
Annual Report printing	5,600	780	13.92%	553
Direct Mail Printing	40,000	-	-	770
Other Communication Expenses	15,000	12,790	85.27%	2,502
Total Communications and Public Relations	2,169,600	243,255	11.21%	375,459
Employee Development				
Subscriptions	50,560	123	0.24%	1,192
Agency Memberships	57,942	37,025	63.90%	40,436
Continuing Education	11,000	1,354	12.31%	695
Professional Development	14,000	240	1.71%	-
Other Licenses	1,850	554	29.94%	758
Seminars and Conferences	45,500	7,318	16.08%	(7,029)
Travel	89,500	11,417	12.76%	-
Total Employee Development	270,352	58,030	21.46%	36,052
Financing and Banking Fees				
Trustee Fees	60,000	53,538	89.23%	41,600
Bank Fee Expense	2,000	2,598	129.92%	665
Continuing Disclosure	4,000	6,184	154.59%	3,500
Arbitrage Rebate Calculation	10,000	13,967	139.67%	9,975
Rating Agency Expense	50,000	12,000	24.00%	24,500
Total Financing and Banking Fees	126,000	88,287	70.07%	80,240
Total Administrative	5,527,652	2,204,406	39.88%	2,121,084

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2022

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	521,829	377,947	72.43%	393,039
GEC-Financial Planning Support	243,804	163,097	66.90%	101,852
GEC-Toll Ops Support	1,314,155	595,787	45.34%	158,735
GEC-Roadway Ops Support	1,186,339	642,071	54.12%	512,929
GEC-Technology Support	1,438,856	357,894	24.87%	517,733
GEC-Public Information Support	-	135,204	-	50,257
GEC-General Support	1,473,429	671,261	45.56%	423,028
General System Consultant	1,653,940	722,528	43.69%	408,640
Traffic Modeling	67,000	25,294	37.75%	33,937
Traffic and Revenue Consultant	175,000	351,956	201.12%	149,980
Total Operations and Maintenance Consulting	8,074,352	4,043,039	50.07%	2,750,129
Roadway Operations and Maintenance				
Roadway Maintenance	4,487,800	2,170,250	48.36%	2,090,711
Landscape Maintenance	2,302,400	555,542	24.13%	1,390,505
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	350,000	93,118	26.61%	69,880
Tools & Equipment Expense	25,000	138	0.55%	2,349
Gasoline	30,000	9,908	33.03%	7,978
Repair & Maintenance - Vehicles	10,000	4,267	42.67%	4,212
Natural Gas	2,500	3,623	144.91%	1,845
Electricity - Roadways	250,000	139,044	55.62%	131,480
Total Roadway Operations and Maintenance	7,507,700	2,975,891	39.64%	3,698,962
Toll Processing and Collection Expense				
Image Processing	3,000,000	2,807,131	93.57%	1,248,339
Tag Collection Fees	6,041,000	6,558,571	108.57%	4,363,854
Court Enforcement Costs	75,000	-	-	-
DMV Lookup Fees	250	-	-	-
Total Processing and Collection Expense	9,116,250	9,365,702	102.74%	5,612,194

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2022

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	3,000	-	-	1,409
Fire and Burglar Alarm	500	370	74.02%	370
Refuse	2,200	1,315	59.79%	1,351
Water - Irrigation	7,500	3,864	51.52%	3,006
Electricity	500	511	102.17%	515
ETC spare parts expense	50,000	(33,850)	-67.70%	137,786
Repair & Maintenance Toll Equip	75,000	5,197	6.93%	-
Law Enforcement	450,000	301,929	67.10%	116,368
ETC Maintenance Contract	5,390,000	2,024,130	37.55%	2,416,183
ETC Toll Management Center System Operation	642,852	455,696	70.89%	297,294
ETC Development	1,140,000	179,939	15.78%	647,545
ETC Testing	200,000	-	-	1,687
Total Toll Operations Expense	7,961,552	2,939,100	36.92%	3,623,513
Total Operations and Maintenance	32,659,854	19,323,733	59.17%	15,684,798
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	110,872	74.91%	110,872
Special Projects	150,000	-	-	28,662
71 Express Net Revenue Payment	4,000,000	1,331,694	33.29%	2,538,012
Technology Initiatives	185,000	41,395	22.38%	120,200
Other Contractual Svcs	370,000	139,000	37.57%	347,514
Contingency	300,000	-	-	20,000
Total Special Projects and Contingencies	5,153,000	1,622,960	31.50%	3,165,259
Non Cash Expenses				
Amortization Expense	1,125,000	1,049,335	93.27%	678,750
Amort Expense - Refund Savings	2,715,425	6,685,266	246.20%	1,574,474
Dep Exp - Furniture & Fixtures	2,614	1,960	75.00%	1,960
Dep Expense - Equipment	2,500	1,875	75.00%	1,875
Dep Expense - Autos & Trucks	43,085	23,541	54.64%	28,151
Dep Expense - Buildng & Toll Fac	176,748	132,561	75.00%	132,561
Dep Expense - Highways & Bridges	49,342,469	37,966,158	76.94%	26,088,253
Dep Expense - Toll Equipment	4,060,300	3,055,825	75.26%	2,743,373
Dep Expense - Signs	1,202,171	762,428	63.42%	762,428
Dep Expense - Land Improvements	1,163,209	663,701	57.06%	663,701
Depreciation Expense - Computers	192,000	141,811	73.86%	144,094
Undevelopable Projects	-	-	-	4,468,748
Total Non Cash Expenses	60,025,522	50,484,460	84.10%	37,288,368
Total Other Expenses	65,178,522	52,107,420	79.95%	40,453,627

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2022

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Operating Expenses				
Bond Issuance Expense	1,227,474	4,776,387	389.12%	3,651,091
Loan Fee Expense	50,000	14,500	29.00%	28,000
Interest Expense	83,789,516	59,092,745	70.53%	33,743,756
Community Initiatives	57,500	47,670	82.90%	62,050
Total Non Operating Expenses	85,124,490	63,931,302	75.10%	37,484,897
TOTAL EXPENSES	\$195,656,952	\$141,517,057	72.33%	\$100,150,250
Net Income	(\$41,351,188)	(\$10,378,756)		(20,083,454)

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2022

	as of 03/31/2022		as of 03/31/2021	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 919,467		\$ 1,692,020	
Cash in TexStar	540,333		440,189	
Regions Payroll Account	92,258		123,898	
Restricted Cash				
Goldman Sachs FSGF 465	880,087,343		262,060,227	
Restricted Cash - TexSTAR	11,425,408		171,937,431	
Overpayments account	582,053		719,406	
Total Cash and Cash Equivalents		893,646,864		436,973,171
Accounts Receivable				
Accounts Receivable	2,770,089		2,770,089	
Due From Other Agencies	91,011		73,011	
Due From TTA	5,102,419		3,207,968	
Due From NTTA	1,447,767		930,083	
Due From HCTRA	1,948,208		1,399,884	
Due From TxDOT	4,254,075		1,120,828	
Interest Receivable	1,239,345		97,930	
Total Receivables		16,852,914		9,599,793
Short Term Investments				
Treasuries	78,968,024		270,503,411	
Agencies	154,013,110		-	
Total Short Term Investments		232,981,134		270,503,411
Total Current Assets		1,143,480,912		717,076,374
Total Construction in Progress		261,184,208		674,822,804
Fixed Assets (Net of Depreciation and Amortization)				
Computers	145,777		334,858	
Computer Software	1,635,047		2,728,708	
Furniture and Fixtures	2,831		5,445	
Equipment	10,249		2,749	
Autos and Trucks	107,220		45,268	
Buildings and Toll Facilities	4,461,206		4,637,953	
Highways and Bridges	1,728,220,104		1,167,536,960	
Toll Equipment	19,570,061		20,129,875	
Signs	13,359,881		13,760,547	
Land Improvements	6,420,502		7,305,436	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	56,247		102,390	
Total Fixed Assets		1,862,138,732		1,304,739,794
Other Assets				
Intangible Assets-Net	171,798,653		136,168,024	
2005 Bond Insurance Costs	3,487,302		3,700,810	
Prepaid Insurance	256,127		273,105	
Deferred Outflows (pension related)	637,414		198,767	
Pension Asset	591,247		896,834	
Total Other Assets		176,770,743		141,237,540
Total Assets		\$ 3,443,574,594		\$ 2,837,876,513

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2022

	as of 03/31/2022	as of 03/31/2021
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 32,686,012	\$ 5,589,437
Construction Payable	5,933,820	16,187,368
Overpayments	585,473	722,663
Interest Payable	33,168,960	19,854,358
Due to other Funds	-	1,687,633
TCDRS Payable	70,447	58,263
Due to other Agencies	2,199	6,011
Due to TTA	877,622	1,959,154
Due to NTTA	92,053	66,721
Due to HCTRA	139,501	101,746
Due to Other Entities	964,153	945,744
71E TxDOT Obligation - ST	782,449	471,091
Total Current Liabilities	75,302,691	47,650,188
Long Term Liabilities		
Compensated Absences	283,554	372,715
Deferred Inflows (pension related)	109,052	164,402
Long Term Payables	392,606	537,118
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	85,998,789	79,818,340
Senior Lien Revenue Bonds 2011	18,552,138	18,283,234
Senior Refunding Bonds 2013	3,475,000	7,080,000
Senior Lien Revenue Bonds 2015	10,000,000	298,790,000
Senior Lien Refunding Revenue Bonds 2016	70,790,000	348,295,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	55,600,000	56,205,000
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-
Senior Lien Refunding Bonds 2021D	274,625,000	-
Senior Lien Refunding Bonds 2021E	335,610,000	-
Sn Lien Rev Bnd Prem/Disc 2013	1,341,838	3,130,955
Sn Lien Revenue Bnd Prem 2015	-	17,486,960
Senior Lien Premium 2016 Revenue Bonds	7,820,924	39,952,470
Sn Lien Revenue Bond Premium 2018	3,216,434	3,483,007
Senior Lien Revenue Bond Premium 2020A	11,379,659	11,549,072
Senior Lien Refunding Bond Premium 2020B	11,905,425	12,440,500
Senior Lien Revenue Bonds Premium 2020E	26,284,769	27,927,999
Senior Lien Revenue Bonds Premium 2021B	53,605,138	-
Senior Lien Refunding Bonds Premium 2021D	44,894,387	-
Total Senior Lien Revenue Bonds	1,670,379,501	1,324,647,537

**Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2022**

	as of 03/31/2022	as of 03/31/2021
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	2,725,000	5,320,000
Sub Lien Refunding Bonds 2016	72,605,000	73,055,000
Subordinated Lien BANs 2018	-	46,020,000
Sub Lien Refunding Bonds 2020D	98,580,000	99,705,000
Subordinated Lien BANs 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANs 2021C	244,185,000	-
Sub Refunding 2013 Prem/Disc	286,311	668,058
Sub Refunding 2016 Prem/Disc	5,996,179	6,824,452
Sub Lien BANS 2018 Premium	-	396,850
Subordinated Lien BANs 2020F Premium	11,007,878	15,010,743
Subordinated Lien Refunding Bonds Premium 2020G	7,269,213	7,673,184
Sub Lien BANS 2021C Premium	36,155,467	-
Total Sub Lien Revenue Bonds	651,255,047	427,118,287
Other Obligations		
TIFIA Note 2021	308,173,007	303,548,475
71E TxDOT Obligation - LT	55,077,264	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
Total Other Obligations	388,241,172	389,267,586
Total Long Term Liabilities	2,710,268,326	2,141,570,527
Total Liabilities	2,785,571,017	2,189,220,715
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	551,919,620	547,276,537
Current Year Operations	(15,378,146)	(20,082,844)
Total Net Assets	658,003,578	648,655,797
Total Liabilities and Net Assets	\$ 3,443,574,594	\$ 2,837,876,513

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of March 2022

Cash flows from operating activities:

Receipts from toll revenues	\$	122,018,349
Receipts from interest income		145,804
Payments to vendors		(35,244,666)
Payments to employees		(4,069,392)
Net cash flows provided by (used in) operating activities		82,850,095

Cash flows from capital and related financing activities:

2018 BAN Redemption		(5,957,859)
Bond Refunding		110,441,743
Issuance Expense		(4,776,387)
Payments on bonds		(297,190,710)
Interest payments		(73,748,600)
Acquisition of capital assets - non project		(84,661)
Acquisitions of construction in progress		(129,274,506)
Net cash flows provided by (used in) capital and related financing activities		(400,590,979)

Cash flows from investing activities:

Interest Receivable		(1,512,133)
Interest income		2,558,102
Purchase of investments		(308,516,805)
Proceeds from sale or maturity of investments		497,678,189
Net cash flows provided by (used in) investing activities		191,719,485
Net increase (decrease) in cash and cash equivalents		(126,021,399)
Cash and cash equivalents at beginning of period		1,019,668,263
Cash and cash equivalents at end of period	\$	893,646,864

Reconciliation of change in net assets to net cash provided by operating activities:

Operating income	\$	47,682,397
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		44,848,529
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(7,221,018)
(Increase) decrease in prepaid expenses and other assets		(77,313)
(Decrease) increase in accounts payable		(2,288,220)
Increase (decrease) in accrued expenses		(97,938)
(Increase) in deferred outflows of resources		3,660
Total adjustments		35,167,699
Net cash flows provided by (used in) operating activities	\$	82,850,095

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	147,051,239
Restricted cash and cash equivalents		746,595,625
Total	\$	893,646,864

INVESTMENTS by FUND

		Balance March 31, 2022		
Renewal & Replacement Fund				
TexSTAR	1,794.41			11,965,741.90
Goldman Sachs	94,370.15			874,065,527.57
Agencies/ Treasuries		96,164.56		232,985,228.42
Grant Fund				\$ 1,119,016,497.89
TexSTAR	454,668.95			
Goldman Sachs	7,184,345.63			
Agencies/ Treasuries	2,444,927.30	10,083,941.88		
Senior Debt Service Reserve Fund				
TexSTAR	728,335.69			
Goldman Sachs	97,235,478.21			
Agencies/ Treasuries	9,999,702.65	107,963,516.55		
2010 Senior Lien Debt Service Account				
Goldman Sachs	60,653.08	60,653.08		
2011 Sr Debt Service Accountt				
Goldman Sachs	932,688.57	932,688.57		
2013 Sr Debt Service Accountt				
Goldman Sachs	912,389.56	912,389.56		
2013 Sub Debt Service Account				
Goldman Sachs	715,528.77	715,528.77		
2013 Sub Debt Service Reserve Fund				
Goldman Sachs	123.27	780,969.34		
TexSTAR	780,846.07			
2015 Sr Debt Service Account				
Goldman Sachs	4,730,927.19	4,730,927.19		
2015 Sr Capitalized Interest				
Goldman Sachs	-	-		
TexSTAR	-			
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	3,827,551.70	3,827,551.70		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,115,285.95	1,115,285.95		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	6,997,441.81			
Agencies/ Treasuries	-	6,997,441.81		
Operating Fund				
TexSTAR	540,333.49			
TexSTAR-Trustee	6,403,644.77			
Goldman Sachs	7,505,432.89	14,449,411.15		
Revenue Fund				
Goldman Sachs	9,182,703.82	9,182,703.82		
General Fund				
TexSTAR	880,239.29			
Goldman Sachs	109,108,198.52			
Agencies/ Treasuries	-	109,988,437.81		
71E Revenue Fund				
Goldman Sachs	19,224,179.39	19,224,179.39		
MoPac Revenue Fund				
Goldman Sachs	32,461.72	32,461.72		
MoPac General Fund				
Goldman Sachs	458,105.18	458,105.18		
MoPac Operating Fund				
Goldman Sachs	2,559,252.37	2,559,252.37		
MoPac Loan Repayment Fund				
Goldman Sachs	8,356,775.98	8,356,775.98		
2015B Project Account				
Goldman Sachs	41,982,127.58			
TexSTAR	349,976.52	42,332,104.10		
2015 TIFIA Project Account				
Goldman Sachs	42,172,499.25			
TexSTAR	695,283.70			
Agencies/ Treasuries	-	42,867,782.95		
2011 Sr Financial Assistance Fund				
Goldman Sachs	3,961,263.46	4,159,939.26		
TexSTAR	198,675.80			
2018 Sr Lien Project Cap I				
Goldman Sachs	1,306,490.58	1,306,490.58		
2018 Sr Lien Project Account				
Goldman Sachs	11,811,079.48			
TexSTAR	931,943.21	12,743,022.69		
2020A Senior Lien Debt Service Account				
Goldman Sachs	628,364.50	628,364.50		
2020 SH 45SW Project Account				
Goldman Sachs	661,878.81	661,878.81		
2020B Senior Lien Debt Service Account				
Goldman Sachs	830,539.16	830,539.16		
2020C Senior Lien Debt Service Account				
Goldman Sachs	944,862.23	944,862.23		
2020D Sub Lien Debt Service Account				
Goldman Sachs	1,027,166.15	1,027,166.15		
2020D Sub Debt Service Reserve Fund				
Goldman Sachs	8,122,508.85			
Agencies/ Treasuries	0.00	8,122,508.85		
2020E Senior Lien Project Account				
Goldman Sachs	131,350,361.37			
Agencies/ Treasuries	20,098,098.27	151,448,459.64		
2020E Senior Lien Project Cap Interest				
Goldman Sachs	25,421,662.67	25,421,662.67		
2020F Sub Lien Project Account				
Goldman Sachs	45,446,882.63			
Agencies/ Treasuries	0.00	45,446,882.63		
2020F Sub Lien Deb Service Account				
Goldman Sachs	1,386,052.19	1,386,052.19		
2020G Sub Lien Debt Service Account				
Goldman Sachs	638,202.80	638,202.80		
2020G Sub Lien Debt Service Reserve Account				
Goldman Sachs	2,168,658.94	2,168,658.94		
2021A Sub Lien Debt Service Reserve Account				
Goldman Sachs	8,284,334.77	8,284,334.77	26,353,913.71	
2021A Sub Debt Service Account				
Goldman Sachs	95.77	95.77		
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	51,837,691.68	51,837,691.68		
2021B Senior Lien Project Account				
Goldman Sachs	130,367,229.21			
Agencies/ Treasuries	99,997,026.50	230,364,255.71		
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	1,336.46	1,336.46		
2021C Sub Lien Project Account				
Goldman Sachs	74,311,987.32			
Agencies/ Treasuries	100,445,473.70	174,757,461.02		
2021C Sub Lien Debt Service Account				
Goldman Sachs	3,051,689.39	3,051,689.39		
2021D Senior Lien Debt Service Account				
Goldman Sachs	2,923,252.61	2,923,252.61		
2021E Senior Lien Debt Service Account				
Goldman Sachs	3,193,415.95	3,193,415.95		
		\$ 1,119,016,497.89		

CTRMA INVESTMENT REPORT

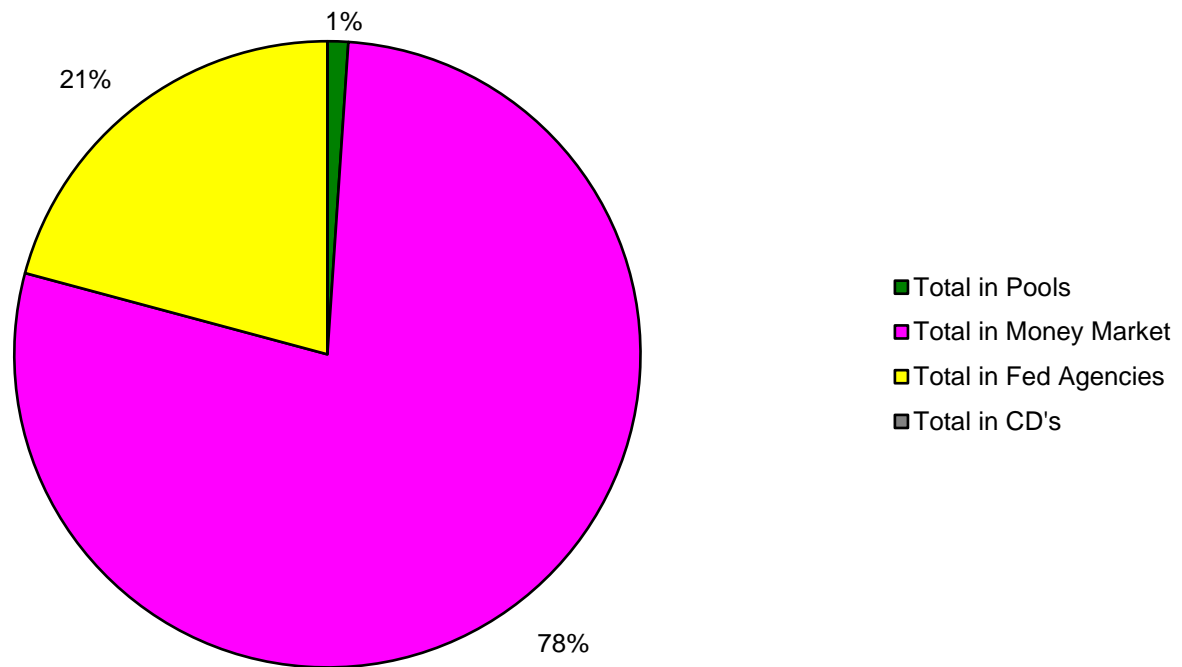
	Month Ending 3/31/2022					Rate March	
	Balance 3/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 3/31/2022
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	198,657.77			18.03		198,675.80	0.1070%
2013 Sub Lien Debt Service Reserve General Fund	780,775.15			70.92		780,846.07	0.1070%
Trustee Operating Fund	880,159.35			79.94		880,239.29	0.1070%
Renewal and Replacement Grant Fund	8,402,960.62	3,000,000.00		684.15	5,000,000.00	6,403,644.77	0.1070%
Senior Lien Debt Service Reserve Fund	1,794.27			0.14		1,794.41	0.1070%
2015B Sr Ln Project	454,627.68			41.27		454,668.95	0.1070%
2015C TIFIA Project	728,269.51			66.18		728,335.69	0.1070%
2018 Sr Lien Project Account	349,944.74			31.78		349,976.52	0.1070%
	695,220.53			63.17		695,283.70	0.1070%
	931,858.56			84.65		931,943.21	0.1070%
	13,424,268.18	3,000,000.00		1,140.23	5,000,000.00	11,425,408.41	
Amount in TexStar Operating Fund	540,261.46	5,000,000.00		72.03	5,000,000.00	540,333.49	0.1070%
Goldman Sachs							
Operating Fund	1,526,135.54	8,989,504.51		30.40	3,010,237.56	7,505,432.89	0.0435%
2020 SH 45SW Project Account	663,356.81			14.86	1,492.86	661,878.81	0.0435%
2020A Senior Lien Debt Service Account	418,934.64	209,423.57		6.29		628,364.50	0.0435%
2020B Senior Lien Debt Service Account	553,739.25	276,791.59		8.32		830,539.16	0.0435%
2020C Senior Lien Debt Service Account	629,945.70	314,907.07		9.46		944,862.23	0.0435%
2020D Sub Lien Debt Service Account	684,843.20	342,312.67		10.28		1,027,166.15	0.0435%
2020D Sub Debt Service Reserve Fund	4,186,786.90	3,935,638.13		83.82		8,122,508.85	0.0435%
2020E Sr Lien Project Account	51,662,112.10	79,687,215.00		1,034.27		131,350,361.37	0.0435%
2020E Sr Ln Project Cap Interest	25,421,153.74			508.93		25,421,662.67	0.0435%
2020F Sub Lien Project Account	18,514,285.72	29,518,546.88		396.82	2,586,346.79	45,446,882.63	0.0435%
2020F Sub Lien Debt Service Account	924,089.88	461,948.43		13.88		1,386,052.19	0.0435%
2020G Sub Lien Debt Service Account	425,493.89	212,702.52		6.39		638,202.80	0.0435%
2020G Sub Debt Service Reserve Fund	2,072,754.87	95,863.53		40.54		2,168,658.94	0.0435%
2021A Sub Debt Service Reserve Fund	7,736,398.04	547,787.33		149.40		8,284,334.77	0.0435%
2021A Sub Debt Service Account	95.77			0.00		95.77	0.0435%
2021B Senior Lien Cap I Project Fund	51,836,653.91			1,037.77		51,837,691.68	0.0435%
2021B Senior Lien Project Account	130,343,131.65	35,000.00		2,609.50	13,511.94	130,367,229.21	0.0435%
2021C Sub Lien Cap I Project Fund	1,336.43			0.03		1,336.46	0.0435%
2021C Sub Lien Project Account	81,266,702.55			1,711.33	6,956,426.56	74,311,987.32	0.0435%
2021C Sub Lien Debt Service Account	2,034,442.62	1,017,216.22		30.55		3,051,689.39	0.0435%
2021D Senior Lien Debt Service Account	1,948,835.25	974,388.10		29.26		2,923,252.61	0.0435%
2021E Senior Lien Debt Service Account	2,128,982.31	1,064,401.67		31.97		3,193,415.95	0.0435%
2011 Sr Financial Assistance Fund	3,961,184.16			79.30		3,961,263.46	0.0435%
2010 Senior DSF	60,651.87			1.21		60,653.08	0.0435%
2011 Senior Lien Debt Service Account	621,865.32	310,813.91		9.34		932,688.57	0.0435%
2013 Senior Lien Debt Service Account	608,379.41	304,001.01		9.14		912,389.56	0.0435%
2013 Sub Debt Service Reserve Fund	123.27			0.00		123.27	0.0435%
2013 Subordinate Debt Service Account	477,151.69	238,369.91		7.17		715,528.77	0.0435%
2015A Sr Lien Debt Service Account	4,730,832.48			94.71		4,730,927.19	0.0435%
2015B Project Account	41,981,287.11			840.47		41,982,127.58	0.0435%
2015C TIFIA Project Account	42,728,237.65			860.48	556,598.88	42,172,499.25	0.0435%
2016 Sr Lien Rev Refunding Debt Service Account	2,681,160.65	1,146,348.85		42.20		3,827,551.70	0.0435%
2016 Sub Lien Rev Refunding Debt Service Account	743,570.37	371,704.41		11.17		1,115,285.95	0.0435%
2016 Sub Lien Rev Refunding DSR	3,554,002.53	3,443,368.13		71.15		6,997,441.81	0.0435%
2018 Sr Lien Project Cap I	1,306,464.42			26.16		1,306,490.58	0.0435%
2018 Sr Lien Project Account	11,780,382.70	47,032.61		237.19	16,573.02	11,811,079.48	0.0435%
Grant Fund	7,183,346.07	855.75		143.81		7,184,345.63	0.0435%
Renewal and Replacement	112,137.51	13,215.05		2.28	30,984.69	94,370.15	0.0435%
Revenue Fund	7,489,981.34	15,732,395.16		138.78	14,039,811.46	9,182,703.82	0.0435%
General Fund	43,560,320.54	65,718,571.31		872.08	171,565.41	109,108,198.52	0.0435%
Senior Lien Debt Service Reserve Fund	23,435,394.03	73,799,615.00		469.18		97,235,478.21	0.0435%
71E Revenue Fund	22,305,397.70	1,364,963.28		440.34	4,446,621.93	19,224,179.39	0.0435%
MoPac Revenue Fund	0.00	767,399.00		4.47	734,941.75	32,461.72	0.0435%
MoPac General Fund	1,911,947.44	28,953.40		66.02	1,482,861.68	458,105.18	0.0435%
MoPac Operating Fund	2,437,407.74	717,183.16		51.82	595,390.35	2,559,252.37	0.0435%
MoPac Loan Repayment Fund	6,271,459.78	2,108,897.34		89.41	23,670.55	8,356,775.98	0.0435%
	614,922,896.55	293,797,334.50		12,331.95	34,667,035.43	874,065,527.57	
Amount in Fed Agencies and Treasuries							
Amortized Principal	486,536,769.84		(525,770.71)	0.00	253,025,770.71	232,985,228.42	
	486,536,769.84	0.00	(525,770.71)	0.00	253,025,770.71	232,985,228.42	
Certificates of Deposit							
Total in Pools	13,964,529.64	8,000,000.00		1,212.26	10,000,000.00	11,965,741.90	
Total in GS FSGF	614,922,896.55	293,797,334.50		12,331.95	34,667,035.43	874,065,527.57	
Total in Fed Agencies and Treasuries	486,536,769.84	0.00	(525,770.71)	0.00	253,025,770.71	232,985,228.42	
Total Invested	1,115,424,196.03	301,797,334.50		13,544.21	297,692,806.14	1,119,016,497.89	

All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO
Mary Temple, Controller

3/31/2022

Allocation of Funds



Amount of Investments As of March 31, 2022

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Treasury	912828J76B	MATURED	MATURED	MATURED	0.9787%	3/9/2021	3/31/2022	2020D Sub DSR
Treasury	912828J76	MATURED	MATURED	MATURED	0.9787%	3/9/2021	3/31/2022	2016 Sub DSR
Treasury	912828J76E	MATURED	MATURED	MATURED	0.9787%	3/9/2021	3/31/2022	2020E Sr Project
Treasury	912828J76D	MATURED	MATURED	MATURED	0.9787%	3/9/2021	3/31/2022	Sr Lien DSR
Treasury	912828J76A	MATURED	MATURED	MATURED	0.9787%	3/9/2021	3/31/2022	2020F Sub Project
Treasury	912828J76C	MATURED	MATURED	MATURED	0.9787%	3/9/2021	3/31/2022	General Fund
Treasury	912828XW5	79,783,880.00	79,101,293.34	78,997,067.60	0.0529%	9/24/2021	6/30/2022	2021C Sr Project
Agency - Federal Home Loan Bank	313385UQ7	MATURED	MATURED	MATURED	0.0360%	9/24/2021	3/23/2022	General Fund
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	20,098,098.27	20,062,200.00	0.0550%	9/24/2021	6/10/2022	2020E Sr Project
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	21,344,180.36	21,306,056.40	0.0550%	9/24/2021	6/10/2022	2021C Sub Project
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,927.30	2,435,464.50	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,702.65	9,961,000.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,997,026.50	99,610,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		<u>234,069,028.78</u>	<u>232,985,228.42</u>	<u>232,371,788.50</u>				

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Treasury	912828J76B	MATURED	MATURED	MATURED	3,901,500.00	5,689.69	(5,676.99)	12.70
Treasury	912828J76	MATURED	MATURED	MATURED	3,413,500.00	4,978.02	(4,966.91)	11.11
Treasury	912828J76E	MATURED	MATURED	MATURED	78,996,000.00	115,202.50	(114,945.36)	257.14
Treasury	912828J76D	MATURED	MATURED	MATURED	73,156,000.00	106,685.83	(106,447.70)	238.13
Treasury	912828J76A	MATURED	MATURED	MATURED	29,262,500.00	42,674.48	(42,579.22)	95.26
Treasury	912828J76C	MATURED	MATURED	MATURED	48,770,500.00	71,123.65	(70,964.89)	158.76
Treasury	912828XW5	79,783,880.00	(682,586.67)	79,101,293.33	78,760,000.00	114,858.33	(113,764.44)	1,093.89
Agency - Federal Home Loan Bank	313385UQ7	MATURED	MATURED	MATURED	15,000,000.00	-	1,126.20	1,126.20
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	(196,196.53)	20,098,098.27	20,000,000.00	35,416.67	(32,699.42)	2,717.25
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	(208,360.72)	21,344,180.36	21,240,000.00	37,612.50	(34,726.79)	2,885.71
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	72.70	2,444,927.30	2,445,000.00	142.62	12.12	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	297.36	9,999,702.66	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	2,973.50	99,997,026.50	100,000,000.00	5,833.34	495.58	6,328.92
		<u>234,069,028.78</u>	<u>(1,083,800.36)</u>	<u>232,985,228.42</u>	<u>484,945,000.00</u>	<u>540,800.96</u>	<u>(525,770.71)</u>	<u>15,030.25</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	5,813,959.52		124.09	1,371,161.96	4,442,921.65

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	15,371.74		0.49		15,372.23

Travis County Escrow Fund - Old San Antonio Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	59,296.07		1.20		59,297.27

Travis County Escrow Fund - Old Lockhart Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	252,043.92		5.08		252,049.00

Travis County Escrow Fund - County Line Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	406,441.31		8.27		406,449.58

Travis County Escrow Fund - South Pleasant Valley Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	349,250.25		7.03		349,257.28

Travis County Escrow Fund - Thaxton Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	155,499.37		3.13		155,502.50

Travis County Escrow Fund - Pearce Lane Road

	Balance		Accrued		Balance
	3/1/2022	Additions	Interest	Withdrawals	3/31/2022
Goldman Sachs	340,959.56		6.85		340,966.41



PERFORMANCE

As of March 31, 2022

Current Invested Balance	\$9,050,970,696.95
Weighted Average Maturity (1)	38 Days
Weighted Average Life (2)	60 Days
Net Asset Value	0.999907
Total Number of Participants	981
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$1,314,623.10
Management Fee Collected	\$475,995.29
% of Portfolio Invested Beyond 1 Year	2.68%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

March Averages

Average Invested Balance	\$9,340,968,940.49
Average Monthly Yield, on a simple basis	0.1070%
Average Weighted Maturity (1)	27 Days
Average Weighted Life (2)	38 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the TexSTAR program in March:

- * Brazoria County Municipal Utility District No. 24
- * Harris County Municipal Utility District No. 558

HOLIDAY REMINDER

In observance of Good Friday, **TexSTAR will be closed Friday, April 15, 2022.** All ACH transactions initiated on Thursday, April 14th will settle on Monday, April 18th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

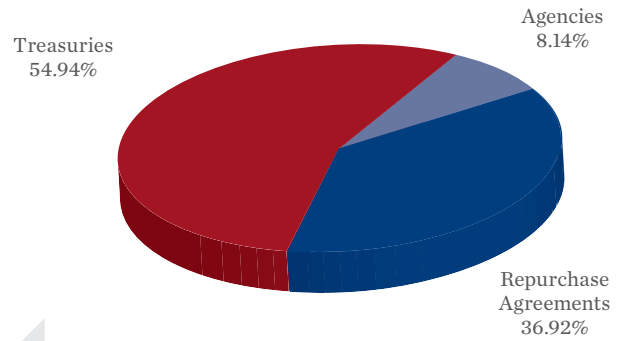
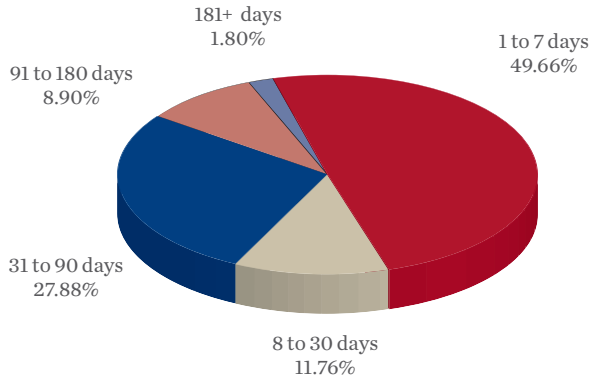
Market review

As the pandemic continues to fade, economic momentum remained strong, reflecting solid income growth, strong balance sheets, and pent-up demand for goods and services. However, volatility continued to grip global financial markets with war in Eastern Europe intensifying, inflation pressures building, and supply chain issues exacerbated. The U.S. Federal Reserve (Fed) kicked off its hiking cycle at its March Federal Open Market Committee (FOMC) meeting and began the journey towards tighter monetary policy. But, the end destination remains unclear, and the uncertainty is unsettling markets. The conflict in Ukraine and the toll it is taking on human life is deeply distressing. Russia's invasion has been met with sweeping sanctions, which have also led to significant increases in commodity prices. From a growth perspective, the latest developments are a supply-side shock that will likely lead to slower economic growth while inflation remains persistently high. These pressures are likely to be felt most acutely in Europe, which is already suffering from the highest level of inflation since the introduction of the single currency and is most susceptible to cuts in Russian gas supply. In the U.S., both the headline and core PCE price indexes rose at a solid pace in February, and year-over-year (y/y) inflation rates climbed once more to multi-decade highs with the headline at 6.4% and the core at 5.4%. The February CPI report showed that even before Russia's invasion of Ukraine, consumer prices were rising at their fastest pace in 40 years as gas prices spiked and food and rent prices continued to accelerate. Headline CPI rose 7.9% y/y, while Core CPI rose 6.4% y/y. The Russian invasion will likely pressure gas prices higher and cause further strain to supply chains, postponing the peak on inflation to later this year.

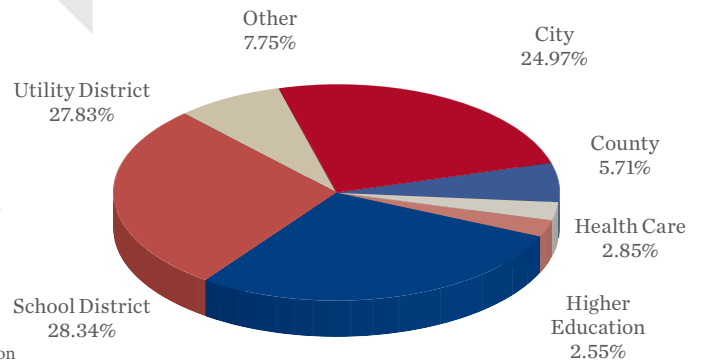
(continued page 4)

INFORMATION AT A GLANCE

**PORTFOLIO BY
TYPE OF INVESTMENT
AS OF MARCH 31, 2022**



**PORTFOLIO BY
MATURITY
AS OF MARCH 31, 2022 (1)**



**DISTRIBUTION OF
PARTICIPANTS BY TYPE
AS OF MARCH 31, 2022**

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

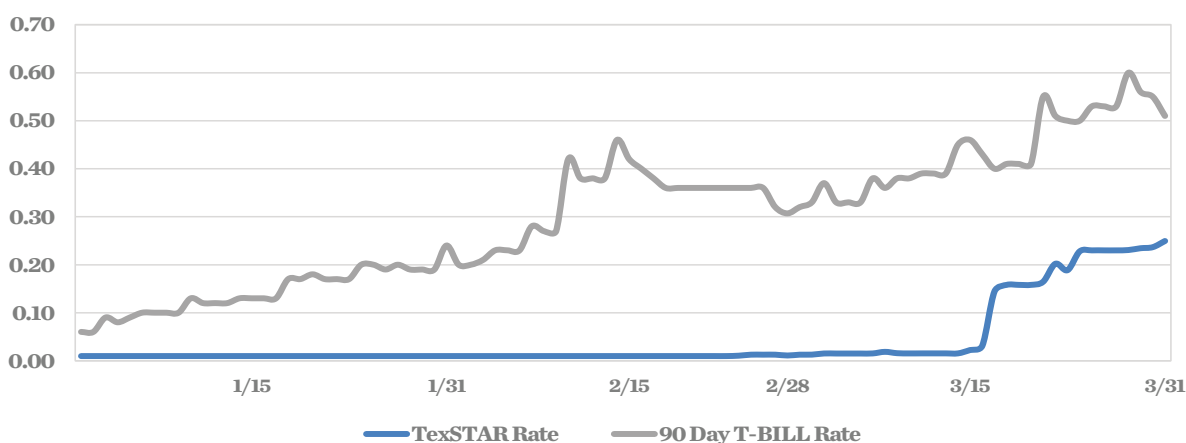
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Mar 22	0.1070%	\$9,050,970,696.95	\$9,050,137,013.72	0.999907	27	38	981
Feb 22	0.0104%	9,779,113,455.23	9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	977
Nov 21	0.0102%	8,132,746,877.26	8,133,007,416.80	1.000032	47	62	965
Oct 21	0.0100%	8,641,191,692.82	8,641,540,291.95	1.000040	41	58	963
Sep 21	0.0100%	9,019,799,096.23	9,020,390,786.23	1.000065	43	62	958
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936

PORTFOLIO ASSET SUMMARY AS OF MARCH 31, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 2,705.55	\$ 2,705.55
Accrual of Interest Income	1,173,942.87	1,173,942.87
Interest and Management Fees Payable	(1,361,380.81)	(1,361,380.81)
Payable for Investment Purchased	(90,713,671.88)	(90,713,671.88)
Repurchase Agreement	3,375,104,999.48	3,375,104,999.48
Government Securities	5,766,764,101.74	5,765,930,418.51
TOTAL	\$ 9,050,970,696.95	\$ 9,050,137,013.72

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TEXSTAR VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR MARCH 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
3/1/2022	0.0129%	0.000000353	\$9,665,548,832.66	0.999929	23	31
3/2/2022	0.0130%	0.000000357	\$9,663,500,394.80	0.999918	22	30
3/3/2022	0.0154%	0.000000421	\$9,486,135,618.69	0.999911	23	31
3/4/2022	0.0153%	0.000000419	\$9,517,273,103.44	0.999917	21	29
3/5/2022	0.0153%	0.000000419	\$9,517,273,103.44	0.999917	21	29
3/6/2022	0.0153%	0.000000419	\$9,517,273,103.44	0.999917	21	29
3/7/2022	0.0155%	0.000000426	\$9,404,749,766.97	0.999915	20	28
3/8/2022	0.0188%	0.000000515	\$9,373,819,076.65	0.999918	20	28
3/9/2022	0.0160%	0.000000439	\$9,357,956,787.09	0.999915	19	27
3/10/2022	0.0155%	0.000000426	\$9,348,176,266.72	0.999915	19	27
3/11/2022	0.0156%	0.000000427	\$9,393,667,677.23	0.999916	17	25
3/12/2022	0.0156%	0.000000427	\$9,393,667,677.23	0.999916	17	25
3/13/2022	0.0156%	0.000000427	\$9,393,667,677.23	0.999916	17	25
3/14/2022	0.0156%	0.000000427	\$9,356,231,840.14	0.999904	23	30
3/15/2022	0.0226%	0.000000618	\$9,318,479,848.68	0.999902	23	30
3/16/2022	0.0315%	0.000000863	\$9,347,051,038.14	0.999885	24	31
3/17/2022	0.1445%	0.000003958	\$9,358,361,046.21	0.999929	24	32
3/18/2022	0.1583%	0.000004337	\$9,354,558,362.57	0.999911	27	34
3/19/2022	0.1583%	0.000004337	\$9,354,558,362.57	0.999911	27	34
3/20/2022	0.1583%	0.000004337	\$9,354,558,362.57	0.999911	27	34
3/21/2022	0.1649%	0.000004519	\$9,392,404,970.58	0.999876	31	38
3/22/2022	0.2023%	0.000005543	\$9,331,161,614.96	0.999888	35	42
3/23/2022	0.1889%	0.000005174	\$9,357,825,275.93	0.999936	35	55
3/24/2022	0.2281%	0.000006248	\$9,272,734,692.57	0.999922	37	58
3/25/2022	0.2302%	0.000006306	\$9,175,113,963.24	0.999879	36	58
3/26/2022	0.2302%	0.000006306	\$9,175,113,963.24	0.999879	36	58
3/27/2022	0.2302%	0.000006306	\$9,175,113,963.24	0.999879	36	58
3/28/2022	0.2309%	0.000006325	\$9,077,876,871.05	0.999878	36	58
3/29/2022	0.2347%	0.000006430	\$9,035,015,121.10	0.999904	36	57
3/30/2022	0.2369%	0.000006491	\$9,050,198,075.88	0.999912	35	57
3/31/2022	0.2497%	0.000006840	\$9,050,970,696.95	0.999907	38	60
Average	0.1070%	0.000002930	\$9,340,968,940.49		27	38



ECONOMIC COMMENTARY (cont.)

A rapidly improving labor market and persistent inflationary pressures pushed the Fed to begin tightening. For the first time since December 2018, the Federal Open Market Committee (FOMC) voted to raise the federal funds target rate range by a ¼ percent to 0.25%-0.50%, as expected, and made it clear further increases would be appropriate to tame inflation. The Fed delivered hawkish forward guidance by way of its updated summary of economic projections and median “dot” plot. Real GDP was downgraded materially from 4.0% to 2.8% y/y in 4Q2022 while PCE inflation was revised markedly higher to 4.3% y/y. With regards to the outlook on policy rates, the median voting member expected 7 hikes this year, lifting the fed funds rate to about 1.875% by year-end, a full percentage point higher relative to expectations at its December meeting. Moreover, another 3-4 hikes are expected next year, taking the fed funds rate to about 2.75%, consequently signaling that short rates could end this hiking cycle higher than the committee’s long-run projection or perceived neutral rate of 2.4%, a clear indication the committee’s base case is for persistent inflation that may not be quelled until rates are restrictive. No announcement was made on balance sheet reduction; however, market expectations look for the FOMC to make an announcement at their May 4 policy meeting.

The March employment report showed a booming labor market, which will put further pressure on the Fed to tighten aggressively in the months ahead. Nonfarm payrolls rose 431,000, slightly lower than consensus expectations of 490,000, but this gain looked more impressive given upward revisions of 95,000 to the prior two months. The unemployment rate fell from 3.8% to 3.6%. This means unemployment is now lower than in all but 5 months of the last 52 years. Importantly, the unemployment rate is now just 0.1% above the Fed’s 3.5% forecast for both the end of 2022 and 2023. Average hourly earnings grew by 0.4%, in line with consensus expectations. However, with an upward revision to the February numbers, the y/y gain in average hourly earnings hit a recovery high of 5.6%. The labor shortage appears to be getting worse. There are now a record 5.3 million more job openings than unemployed workers in America, and March report suggests this imbalance is going to hang around, putting steady upward pressure on inflation. For investors, the clear implication is to get ready for an even more hawkish Fed and higher interest rates.

The conflict in Ukraine may have prevented the Fed from an initial rate hike of 50 bps, but the surge in food and energy prices caused by the war has put further pressure on inflation expectations. In recent speeches, Fed officials, including Chair Powell, have reacted to this by stressing that the central bank may hike in increments larger than 25 bps if needed to curb inflation – a significant change from the long-standing preference for slow and gradual interest rate increases. With 50-bp hikes now on the table for the Fed, markets have quickly re-priced front-end rates, and U.S. Treasuries are experiencing one of the worst drawdowns in history. The U.S. yield curve is now steep in the front end but has continued to flatten out the curve in recent days, with the difference between 2-year and 10-year Treasury yields (the 2s10s spread), often described as an indicator of recession risks, inverting, and becoming slightly negative intraday on March 29, 2022, before returning to positive territory. The narrowing of the U.S. 2s10s spread can be partly attributed to the front-loading of rate hikes. The market is currently pricing in over 90 bps of hikes in the next two Fed meetings and 206 bps – more than eight 25-bp hikes – in total for 2022. As a result, U.S. 12-month T-bill yields have risen 122 bps year-to-date (YTD), up 62 bps in March alone, ending the month at 1.60%. U.S. 2-year Treasury yields have risen by 161 bps YTD, up 73 bps in March alone ending at 2.34%.

Outlook

In early 2022, U.S. economic momentum remains strong as the pandemic finally fades. Consumer spending should remain strong, reflecting solid income growth, strong balance sheets and pent-up demand. A tight labor market and broad-based inflation pressures have sent wages higher and motivated the Fed to begin hiking interest rates. However, the world is now confronting a new challenge – Russia’s brutal invasion of Ukraine. So far, this conflict has boosted energy prices and depressed financial markets after two years of excellent returns. While the U.S. economy should be able to weather the shock without a recession, inflation will likely rise further and stay elevated for longer. The duration of this conflict and its resolution will be key to investment outcomes in 2022 and beyond.

For investors, signs of a very tight labor market likely mean an even more hawkish Fed and higher interest rates in the months ahead, A rate-hiking cycle is like a journey where the starting point is clear, but no one knows the destination or how long it might take to get there. These uncertainties can lead to regular market repricing and volatility as policymakers continue to adjust their forward guidance based on the evolving economic landscape.



ECONOMIC COMMENTARY (cont.)

Indeed, the latest Fed dot plots suggest that the median voting member expects seven hikes in 2022, with another three-and-a-half hikes penciled in for 2023. However, if inflation remains stubbornly above the Fed's 2% target, these expectations could move higher still. The Fed is not alone on its journey; the Bank of England (BoE) also hiked rates by 25 basis points (bps) last week. Central banks face challenges on this new path; high inflation requires higher rates to achieve inflation-targeting objectives, but overly restrictive monetary policy potentially weakens growth, causing a recession. Investors will keep a close eye on financial market conditions to gauge central bank policy. Tighter financial market conditions typically choke off economic growth and force central banks to pause their tightening cycles. Currently, financial market conditions remain relatively easy compared to history, signaling that central banks can proceed without fearing an imminent recession.

For now, leading market indicators suggest that central bankers can continue to tighten policy without fearing a recession. However, with central banks on the move, volatility across financial markets is likely to be elevated. Interest rates continue to gain altitude following the recent lift-off by the Fed. The journey has not been as smooth as the Fed may have wished and investors should be mindful of further turbulence ahead. However, economic data, such as the yield curve and financial conditions, still suggest that the economy can withstand further bumps without triggering a recession. In fact, the backup in yields has provided fixed income investors with a more attractive entry point relative to a few months ago, despite ongoing risks.

This information is an excerpt from an economic report dated March 2022 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Eric Cannon	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

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

RESOLUTION NO. 22-021

**RESOLUTION APPROVING A SECURED LOAN AGREEMENT
WITH REGIONS CAPITAL ADVANTAGE, INC. RELATED TO
THE MOPAC IMPROVEMENT PROJECT; AUTHORIZING THE
EXECUTION AND DELIVERY OF ALL DOCUMENTS IN
CONNECTION THEREWITH; AND ENACTING OTHER
PROVISIONS RELATED THERETO**

WHEREAS, pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"), the Central Texas Regional Mobility Authority (the "Authority"), is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; (iii) borrow money from and enter into loan agreements or other arrangements with any public or private entity for any purpose authorized by the Act, including the design, engineering and construction of a transportation project, and (iv) pledge all or any part of its revenues and any other funds available to the Authority to the payment of any obligations of the Authority under agreements authorized by the Act; and

WHEREAS, the Authority and Regions Commercial Equipment Finance, LLC ("RCEF") previously entered into that certain Secured Loan Agreement dated as of December 1, 2017 (the "Original Loan Agreement"), pursuant to which the Authority has borrowed \$24,990,900, being the full amount available to be disbursed to the Authority thereunder, for the purpose of providing funds to pay or reimburse the Authority for a portion of the costs of the design, engineering and construction of the MoPac Improvement Project; and

WHEREAS, pursuant to the terms of the Original Loan Agreement, the principal amount of the original loan would have been due in full on December 1, 2021; and

WHEREAS, the Authority and RCEF entered into a First Amendment to Secured Loan Agreement dated as of December 1, 2021 (the "First Amendment" and, together with the Original Loan Agreement, the "RCEF Loan Agreement") making the principal amount of the original loan due in full on December 1, 2022 and amending certain other provisions of the Original Loan Agreement, all as set forth therein; and

WHEREAS, the Board of Directors of the Authority (the "Board") has been presented with a term sheet (the "Term Sheet") for a new secured loan agreement (the "Loan Agreement"), between the Authority and Regions Capital Advantage, Inc.

("Regions Capital"), for the purpose of refinancing the obligations of the Authority under the RCEF Loan Agreement on the terms set forth in the Term Sheet; and

WHEREAS, the loan (as described in the Term Sheet, the "Loan"), made pursuant to the Loan Agreement shall be a limited obligation of the Authority, secured solely by the net revenues of the MoPac Improvement Project (as described in the Loan Agreement, the "Net Revenues"), and payable from the Net Revenues and other legally available funds of the Authority, all as shall be provided in and in accordance with the terms of the Loan Agreement; and

WHEREAS, the Board has determined to pledge the Net Revenues as security for the repayment of the Loan; and

WHEREAS, the obligation of the Authority to repay the Loan Agreement is also an unsecured obligation of the Authority payable from any legally available funds of the Authority; and

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 Borrowing. The Board hereby authorizes the borrowing by the Authority of an amount not to exceed \$24,990,900 from Regions Capital for the purpose of refinancing the obligations of the Authority under the RCEF Loan Agreement.

Section 3. Approval of the Term Sheet and the Loan Agreement. The form, terms and provisions of the Term Sheet, evidencing the obligation of the Authority to repay the Loan, in the substantially final form presented at this meeting, are hereby approved, with such changes as may be approved by the officer executing the Term Sheet, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director and Chief Financial Officer of the Authority are hereby authorized, and each of them singly and individually, to (i) execute and deliver the Term Sheet, (ii) determine the final forms, terms and provisions of the Loan Agreement and the promissory note to be attached to the Loan Agreement (the "Note"), all of which shall be substantially consistent with the terms and provisions of the

Term Sheet, and (iii) to execute and deliver the Loan Agreement and the Note on behalf of the Authority.

Section 4. Pledge of Net Revenues. The Board hereby pledges the Net Revenues as security for the payment of the Loan in accordance with the terms and provisions of the Term Sheet and the Loan Agreement.

Section 5. Authority's Obligations Under Loan Agreement. The Authority's obligations under the Loan Agreement, including its obligations to pay interest on and principal of the Loan, shall be as set forth in the Loan Agreement.

Section 6. Appointment of Authorized Officers. The Board hereby appoints the Chairman, Vice Chairman, Secretary and 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, to act in the capacity of "Authorized Officer" under the Loan Agreement and to (i) make such determinations with respect to the Loan Agreement, the Loan and the Note as may be necessary from time to time, including determinations relating to the tax status of interest on the Loan, (ii) execute and deliver instruments, certificates and documents as may be required from time to time to be delivered under or in connection with the Loan Agreement, the Loan and the Note, and (iii) make such disbursements and transfers of funds as may be deemed necessary or desirable in connection with the execution, delivery and administration of the Loan Agreement, the Loan and the Note.

Section 7. Further Actions. The Authorized Officers 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 Loan Agreement.

Section 8. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

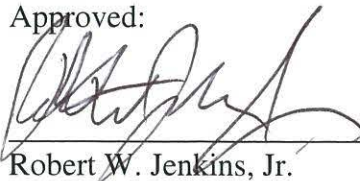
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of April 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

REGIONS CAPITAL ADVANTAGE, INC.

April 14, 2022

Central Texas Regional Mobility Authority
Jose Hernandez
3300 N. IH-35 Suite 300
Austin, Texas 78705

Reference: Up to \$24,990,900 Tax Exempt Term Loan

Mr. Hernandez:

Regions Capital Advantage, Inc. (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to Central Texas Regional Mobility Authority (the "Borrower"). This term sheet contains an outline of suggested terms only, and it does not represent a commitment by Lender or create any obligation whatsoever on Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Capital Advantage, Inc.

Borrower: Central Texas Regional Mobility Authority

Lender: Regions Capital Advantage, Inc.

Role of Lender: The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.

Privately Negotiated Loan: The Borrower acknowledges and agrees that the Lender is purchasing the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

[RCA RM Name]

[RCA RM Address]

Phone: [RCA RM Phone] Fax: [RCA RM Fax] Cell: [RCA RM Cell]

REGIONS CAPITAL ADVANTAGE, INC.

Guarantor: None

Purpose: The proceeds of the Loan will be used to refinance the Regions Commercial Equipment Finance, LLC Note dated December 1, 2017 (collectively, the "Project").

Loan Amount: Up to \$24,990,900

Structure: Non-Bank Qualified Tax-Exempt Term Loan

Loan to be evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument")

Interest Rate:

The Loan is a Non-Bank Qualified Tax Exempt Loan. The Loan will bear interest at a fixed rate per annum of **3.18%**.

The loan must close on or before May 13, 2022 or pricing may change.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 4%.

Repayment: Interest will be payable Semi-Annually (calculated on the basis of a year of 360 days for the actual number of days elapsed) each July and January on the 1st calendar day of each month, commencing July 1, 2022. Annual principal payments will be payable each July on the first calendar day of each month, commencing July 1, 2022. Graduated principal payments due as set forth in Exhibit A. All payments are due on the same calendar day of the month.

Maturity Date: July 1, 2027

**Optional
Prepayment:**

The Loan is subject to optional redemption prior to maturity by written direction of the Borrower, in whole or in part (but if in part, in inverse order of maturity), at any time. Written direction from the Borrower must be received five (5) Business Days prior to the Payment Date in which the optional redemption is to occur. In addition to all principal, interest and costs owing at the time of prepayment, a prepayment fee equal to the following will be due at the time of prepayment: prior to the 1st anniversary of the loan, 3% of the loan amount; prior to the 2nd anniversary of the loan, 2% of the loan amount, and prior to the 3rd anniversary of the loan, 1% of the loan amount. No prepayment fee will be due after the 3rd anniversary of the loan.

REGIONS CAPITAL ADVANTAGE, INC.

Facility Fee: None.

Other Fees, Costs and Expenses: The Borrower will be responsible for all reasonable out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches, and recordation) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Loan Documents. In consideration of the undertakings of the Lender hereunder and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Lender counsel fees are capped at \$20,000 and shall be payable by the borrower at closing.

Security: The loan is secured by a senior lien pledge of the net revenues of the MOPAC Improvement Project. In addition, the obligation of the Authority to repay the Note and to make any other payment due under the Loan Agreement is an unsecured obligation of the Authority payable from any legally available funds of the Authority.

Determination of Taxability: Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees to pay to the Lender a rate of interest from the date of Loan funding that would provide the Lender with an after-tax yield on the then outstanding principal amount of this Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred.

Increased Costs and Capital Adequacy: The Lender shall have the right to require, in its sole discretion and at its sole option, additional payments by the Borrower in order to maintain the same after-tax yield on the Debt Instrument if the Lender determines in its sole discretion that the adoption or taking effect of, or the change (including by interpretation or application) of, any laws, regulations, rules, guidelines, directives or treaties (except for changes to the tax rate on the overall net income of the Lender), whether or not having the force of law, adversely affects the Lender's after-tax yield, after the effective date of the Loan.

Representations and Warranties: Usual and customary for this type of financing, and similar in substance to the existing loan agreement.

REGIONS CAPITAL ADVANTAGE, INC.

Covenants: Usual and customary for this type of financing, including but not limited to the following:

- (1) The Borrower shall deliver to the Lender each of the following, in form and substance satisfactory to the Lender:
 - (i.) audited financial statements within 180 days after the end of each of the Borrower's fiscal years;
 - (ii.) internally prepared income statements for MOPAC Improvement Project within 180 days after the end of each of Borrower's fiscal years;
 - (iii.) borrower will continue to make available, on their website, copies of the internally prepared monthly financial statements within 30 days of the end of such period;
- (2) The Borrower shall achieve and observe certain financial covenants to include, without limitation, the following:
 - (i.) Rate Covenant – the Authority covenants that it will at all times budget and collect rates for services rendered by the Transportation Project reasonably estimated to produce Net Revenues in an amount equal to 120% of the aggregate amount required to be paid in such year for principal and interest on all outstanding senior lien debt ("Annual Debt Service") of the Transportation Project. In the event that the 120% rate covenant is not met at the at the end of any fiscal year-end of the Authority, the Authority will engage a traffic & revenue consultant and implement such Consultant's recommendations for the following fiscal year. Failure by the Authority to produce Net Revenues in an amount equal to or greater than 120% of Annual Debt Service for two consecutive fiscal years shall constitute an Event of Default hereunder. Further, if the Authority shall become legally liable for any other indebtedness payable from the Revenues, the Authority will fix and maintain rates and collect charges for the services of the Transportation Project sufficient to discharge such indebtedness.
 - (ii.) The Authority reserves the right, with the prior written consent of the Bank to issue or incur, for any lawful purpose, lines of credit or additional debt obligations payable from and secured, in whole or in part, by Net Revenues, on a parity with or subordinate to the pledge of and lien on Net Revenues securing the Loan, subject to and in accordance with the terms of the Interlocal Agreement.

Defaults: (iii.) Usual and customary for this type of financing, and similar in substance to the existing loan agreement.

Remedies: The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.

REGIONS CAPITAL ADVANTAGE, INC.

Legal Opinions: As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

an opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Texas to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Loan Documents to which the Borrower is a party has been duly authorized, executed and delivered by the Borrower, (c) that each of the Debt Instrument and the other Loan Documents to which the Borrower is a party is a valid and binding obligation of the Borrower, duly enforceable in accordance with its terms, and for option B) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes.

Transfer Provisions: The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender. Lender has no intent to sale or transfer the loan, but reserves the right to do so in the future.

Disclaimer: This term sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This term sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

US Patriot Act: The borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Authority further represents and warrants to the Lender that the borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Confidentiality: The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

REGIONS CAPITAL ADVANTAGE, INC.

Waiver of Jury Trial: To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.

Governing Law: State of Texas

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through April 27, 2022. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS CAPITAL ADVANTAGE, INC.

EXHIBIT A

Principal Repayment Schedule

Date	Principal
5/1/2022	
7/1/2022	300,000
1/1/2023	-
7/1/2023	925,000
1/1/2024	-
7/1/2024	1,275,000
1/1/2025	-
7/1/2025	1,400,000
1/1/2026	-
7/1/2026	1,500,000
1/1/2027	-
7/1/2027	19,590,900
Total	24,990,900

REGIONS CAPITAL ADVANTAGE, INC.

EXHIBIT B

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B.

Borrower Signature:

By: _____

Name: _____

Title: _____

SECURED LOAN AGREEMENT

By and Between

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

and

REGIONS CAPITAL ADVANTAGE, INC.

dated as of May __, 2022

ARTICLE I
FINDINGS AND DETERMINATIONS

ARTICLE II
DEFINITIONS AND INTERPRETATIONS

2.1	Defined Terms.....	2
2.2	Interpretations.....	7

ARTICLE III
AMOUNT, PURPOSE AND AUTHORIZATION

3.1	Loan of Funds to the Authority.....	7
3.2	Conditions Precedent to Effectiveness of Loan Agreement and Making of the Loan.....	7
3.3	Payment of Principal and Interest.....	9
3.4	Use of Proceeds.....	9
3.5	Making of Loan Payments.....	9
3.6	Prepayments.....	9

ARTICLE IV
SECURITY AND SOURCE OF PAYMENT FOR LOAN PAYMENTS;
ADDITIONAL OBLIGATIONS

4.1	Pledge and Source of Payment.....	10
4.2	Evidence of Indebtedness and Security Agreement.....	10
4.3	Additional Obligations.....	11
4.4	Perfection of Security.....	11

ARTICLE V
CREATION OF FUNDS; APPLICATION OF LOAN PROCEEDS

5.1	Creation of Funds.....	11
5.2	Flow of Funds.....	12
5.3	MOPAC Operating Fund.....	12
5.4	MOPAC Loan Repayment Fund.....	13
5.5	MOPAC General Fund.....	13
5.6	Investment of Funds; Transfer of Investment Income.....	13

ARTICLE VI
COVENANTS OF THE AUTHORITY

6.1	General Covenants of the Authority.....	14
6.2	Federal Income Tax Matters Relating to the Note.....	16

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1	Warranties and Representations of the Authority.....	17
-----	--	----

ARTICLE VIII
INVESTMENTS; SECURITY

8.1	Investment of Deposits.....	19
8.2	Security for Deposits.....	20

ARTICLE IX
EVENTS OF DEFAULT

9.1	Events of Default.....	20
9.2	Remedies Upon Default	20
9.3	Default Rate.....	21
9.4	No Waiver	21

ARTICLE X
DISCHARGE; TERMINATION

10.1	Discharge By Payment.....	21
------	---------------------------	----

ARTICLE XI
NOTICE

11.1	Notice	21
------	--------------	----

ARTICLE XII
MISCELLANEOUS

12.1	Legal Holidays	22
12.2	No Recourse Against Authority Officials	22
12.3	Authority Successors and Assigns	22
12.4	Benefit of Agreement Provisions	22
12.5	Further Proceedings.....	22
12.6	Increased Costs and Reduced Return	22
12.7	Anti-Corruption Laws	23
12.8	Severability.....	23
12.9	Counterparts	23
12.10	Open Meeting.....	23
12.11	Governing Law.....	23
12.12	Usury Savings	23
12.13	Amendments.....	24
12.14	Entirety	24
12.15	Fees and Expenses.....	24
12.16	Privately Negotiated Loan.....	24
12.17	Patriot Act	25
12.18	Waiver of Jury Trial	25
12.19	Transfer	25
12.20	EMMA Posting	25
12.21	Compliance with Texas Government Code.	25

12.22 Role of Lender..... 27

EXHIBIT A FORM OF PROMISSORY NOTE..... A-1

EXHIBIT B CAMPO INTERLOCAL AGREEMENT.....B-1

SECURED LOAN AGREEMENT

THIS SECURED LOAN AGREEMENT (this “Loan Agreement” or “Agreement”), dated as of May __, 2022, is made by and between the Central Texas Regional Mobility Authority (the “Authority”), a regional mobility authority and a political subdivision of the State of Texas (the “State”), and REGIONS CAPITAL ADVANTAGE, INC. (the “Lender”). Capitalized terms set forth in the preamble and recitals are defined in Article II of this Agreement.

RECITALS

WHEREAS, the Authority has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, as amended, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and (iii) borrow money from and enter into loan agreements or other arrangements with any public or private entity for any purpose authorized by the Act, including the design, engineering and construction of a transportation project, and (iv) pledge all or any part of its revenues and any other funds available to the Authority to the payment of any obligations of the Authority under agreements authorized by the Act; and

WHEREAS, the Authority and Regions Commercial Equipment Finance LLC (“RCEF”) previously entered into that certain Secured Loan Agreement, dated as of December 1, 2017, as amended by that certain First Amendment to Secured Loan Agreement, dated as of November 30, 2021 (as amended, the RCEF Loan Agreement”), pursuant to which the Authority has borrowed \$24,990,900 for the purpose of providing funds to pay or reimburse the Authority for a portion of the costs of the design, engineering and construction of the Transportation Project (defined herein); and

WHEREAS, the Authority has determined to enter into this Loan Agreement for the purpose of providing funds to refinance the obligations of the Authority under the RCEF Loan Agreement; and

WHEREAS, the Lender is willing to loan monies to the Authority in an aggregate principal amount of \$24,990,900, on the terms set forth in this Loan Agreement for such purposes; and

WHEREAS, the Note (defined herein) will be secured solely by a senior lien pledge of the Net Revenues; and, in addition, the obligation of the Authority to pay the Note and other obligations under the Loan Agreement shall be an unsecured obligation of the Authority payable from any legally available funds of the Authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Lender hereby agree as follows:

ARTICLE I

FINDINGS AND DETERMINATIONS

The declarations, determinations and findings declared, made and found in the preamble and recitals to this Loan Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

2.1 Defined Terms. For purposes of this Loan Agreement, in addition to the terms defined elsewhere in this Loan Agreement, the following terms shall have the meanings set forth below:

“Act” shall mean Chapter 370 of the Texas Transportation Code.

“Affiliate” means with respect to a Person, any Person (whether for-profit or not-for-profit), that “controls,” or is “controlled” by, or is under common “control” with such Person. For purposes of this definition, a Person “controls” another Person when the first Person possesses or exercises directly, or indirectly through one or more other affiliates or related entities, the power to direct the management and policies of the other Person, whether through the ownership of voting rights, membership, the power to appoint members, trustees or directors, by contract, or otherwise. Without limiting the generality of the foregoing, a Person shall be deemed to be “controlled” by another Person if such other Person possesses, directly or indirectly, power to vote 50% or more the securities having ordinary voting power for the election of directors or the equivalent.

“Agreement” or “this Agreement” or “Loan Agreement” shall mean this Loan Agreement and any amendments, modifications and supplements hereto, any replacements, renewals, extensions and restatements hereof, and any substitutes herefor, in whole or in part, and all schedules and exhibits hereto, and shall refer to this Loan Agreement as the same may be in effect at the time such reference becomes operative.

“Annual Debt Service” shall have the meaning given to such term in Section 6.1(o).

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Authority from time to time concerning or relating to bribery or corruption.

“Authority” shall mean the Central Texas Regional Mobility Authority, a regional mobility authority created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operating pursuant to the Act.

“Authorized Officer” shall mean the Chairman, Vice Chairman, Secretary/Treasurer, the Executive Director, the Chief Financial Officer, or Controller of the Authority and any other officer or employee of the Authority designated in writing and authorized by the Board to take the action specified herein.

“Board” shall mean the Board of Directors of the Authority.

“Business Day” means a day on which the office of the Lender at which payments under the Note are to be made is open for business.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Closing Date” shall mean the date the conditions set forth in Section 3.2 hereof are met.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Default Rate” shall mean the Interest Rate plus 4.00% per annum, provided, however, the Default Rate shall never exceed the Highest Lawful Rate. Interest at the Default Rate shall be calculated on the basis of the actual number of days elapsed in a 360-day year.

“Determination of Taxability” shall be deemed to have occurred on the first to occur of the following:

(i) Authority Acknowledgement: on the date when the Authority files any statement, supplement statement or other tax schedule, return or document which discloses that a Taxable Event has occurred;

(ii) Opinion of Counsel: sixty days after Lender reasonably requests in writing that the Authority provide a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance confirming that interest on the Note is excludible from gross income for federal income tax purposes, unless the Authority delivers such an opinion to the Lender within such time;

(iii) IRS Notice to the Lender: on the date when the Authority receives written notice from the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, a Taxable Event has occurred; or

(iv) IRS Notice to the Lender: on the date when the Authority receives written notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on the Note as includable in gross income for federal income tax purposes due to the occurrence of a Taxable Event;

provided, however, no Determination of Taxability shall occur under clause (iii) or (iv) of this definition unless the Authority has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability will occur until such contest, if made, has been finally determined; provided further, however, that following any such final determination, upon demand from the Lender, the Authority will promptly reimburse the Lender for any payments, including any taxes, interest, or penalties the Lender was obligated to make to any governmental entity as a result of the Determination of Taxability (for the avoidance of doubt, the Lender may only receive reimbursement for payments actually made by the Lender and for which the Lender provides documentation demonstrating that such payments were made). To the extent the Authority reaches an agreement with the Internal Revenue Service in order to allow the Note to continue to be treated as tax-exempt, no Determination of Taxability shall be deemed to have occurred.

“Event of Default” shall have the meaning specified in Article IX hereof.

“General Fund” shall mean the MOPAC General Fund reestablished and affirmed in Section 5.1.

“Governmental Authority” means any federal, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (the Federal Deposit Insurance Corporation or the Federal Reserve Council, any central bank or any comparable authority), or any arbitrator with authority to bind a party at law.

“Highest Lawful Rate” shall mean the highest lawful rate permitted under Chapter 1204, Texas Government Code, as amended.

“Interlocal Agreement” shall mean that certain Interlocal Agreement between the Authority and the Capital Area Metropolitan Planning Organization effective as of June 27, 2012, a copy of which is attached hereto as Exhibit B.

“Interest Payment” shall mean each of the payments of accrued and unpaid interest payable under this Loan Agreement.

“Interest Payment Date” shall mean (i) each July 1 and January 1, commencing on July 1, 2022 and (ii) each date on which all or a portion of the Outstanding Principal Amount of the Loan is prepaid pursuant to Section 3.6 with respect to the portion of the Outstanding Principal Amount that is being prepaid.

“Interest Rate” shall mean a per annum rate equal to 3.18%, with interest to be calculated on the basis of a 360-day year for the actual number of days elapsed.

“Investment Policy” shall mean the investment policy adopted by the Board on April 25, 2022, as the same may be amended from time to time.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lender” shall mean Regions Capital Advantage, Inc.

“Loan” shall mean the loan of funds made by the Lender to the Authority pursuant to the terms of this Agreement.

“Loan Payments” shall mean those certain payments consisting of (i) the Principal Repayments and (ii) the Interest Payments, to be made by the Authority to the Lender pursuant to and in accordance with the terms of this Agreement.

“Loan Proceeds” shall mean the proceeds of the Loan disbursed by the Lender to the Authority pursuant to and in accordance with the terms of this Agreement.

“Loan Repayment Fund” shall mean the MOPAC Loan Repayment Fund reestablished and affirmed in Section 5.1.

“Maintenance Expenses” shall mean the Authority’s reasonable and necessary expenses of repair and maintenance of the Transportation Project, including, without limiting the generality of the foregoing, periodic roadway resurfacing and repair, replacement of toll collection, vehicle identification, toll integration and video enforcement equipment and all administrative and engineering expenses relating to the repair and maintenance of the Transportation Project and any other expenses required to be paid by the Authority as shown in the annual maintenance budget for the Transportation Project.

“Net Revenues” shall mean, with respect to any period of calculation, the Revenues for such period after deducting the Maintenance Expenses and the Operating Expenses for such period.

“Note” shall mean the promissory note in substantially the form attached hereto as Exhibit A.

“Operating Expenses” shall mean the Authority’s reasonable and necessary expenses of operation of the Transportation Project, including, without limiting the generality of the foregoing, expenses for toll collection, all premiums for insurance and payments into any self-insurance reserve fund, all administrative and engineering expenses relating to operation of the Transportation Project, fees and expenses of traffic consultants, general engineering consultants, periodic fees or charges required to administer the Loan, legal expenses, expenses for public safety

officers and any other expenses required to be paid by the Authority as shown in the Authority's annual operating budget for the Transportation Project.

"Operating Fund" shall mean the MOPAC Operating Fund reestablished and affirmed in Section 5.1.

"Outstanding Principal Amount" shall mean at any time of determination the original Principal Amount of the Loan, less any Principal Repayments previously made by the Authority to the Lender.

"Person" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"Principal Amount" shall mean \$24,990,900.

"Principal Repayments" shall mean each repayment of principal of the Outstanding Principal Amount payable under this Loan Agreement.

"Regulations" shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Resolution" shall mean the resolution approving this Loan Agreement, which was adopted by the Board on April 25, 2022.

"Revenue Fund" shall mean the MOPAC Revenue Fund reestablished and affirmed in Section 5.1.

"Revenues" shall mean all income and revenues derived from the operation of the Transportation Project, including (i) all Tolls received by or on behalf of the Authority, (ii) the proceeds of any insurance covering business interruption loss relating to the Transportation Project or a portion thereof, (iii) any liquidated damages for delayed completion under a construction contract relating to the Transportation Project or a portion thereof, (iv) any other sources of revenues or funds of the Authority that the Authority chooses to designate as "Revenues" pursuant to an official action of the board of directors of the Authority, and (v) the interest and income earned on the Loan Repayment Fund.

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

"State" shall mean the State of Texas.

"Taxable Event" shall mean the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any

action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with the execution and delivery of the Note) that, in the written opinion of bond counsel delivered to the Authority and the Lender, has the effect of causing interest paid or payable on the Note to be includable, in whole or in part, in gross income for federal income tax purposes.

“Tolls” shall mean all rates, rents, fees, charges, fines or other income derived by the Authority from the vehicular usage of the Transportation Project and the rights of the Authority to receive the same.

“Transportation Project” shall mean the MoPac Improvement Project, as more fully described in the Interlocal Agreement.

2.2 Interpretations. All terms defined herein and all pronouns used in this Loan Agreement shall be deemed to apply equally to the singular and plural and to all genders. This Loan Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Loan Agreement and the validity of the lien on and pledge of the Net Revenues to secure the Loan Payments as provided in Section 4.1 hereof. Wherever the term “including” or a similar term is used in this Loan Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.” The headings used in this Loan Agreement are included for reference only and shall not be considered in interpreting, applying or enforcing this Loan Agreement. All cross-references to articles, sections, exhibits or schedules, unless otherwise specified, shall refer to the applicable articles, sections, exhibits or schedules of this Loan Agreement. The words “shall” and “will” as used in this Loan Agreement have the same meaning.

ARTICLE III

AMOUNT, PURPOSE AND AUTHORIZATION

3.1 Loan of Funds to the Authority. Subject to the full, complete and timely satisfaction by the Authority of each of the applicable conditions precedent set forth in Section 3.2, and for and in consideration of the Loan Payments and the covenants and agreements herein contained, the Lender will, on the Closing Date, disburse Loan Proceeds in the amount of \$24,990,900 by wire transfer in immediately available funds to the Authority. This Loan is not revolving. Amounts borrowed hereunder and repaid may not be reborrowed.

3.2 Conditions Precedent to Effectiveness of Loan Agreement and Making of the Loan.

(a) The effectiveness of this Loan Agreement and the obligation of the Lender to disburse Loan Proceeds on the Closing Date shall be subject to (i) the performance by the Authority of all of its covenants and obligations to be performed hereunder and under the Resolution at or prior to the Closing Date, (ii) the truth and accuracy in all material respects of the representations, warranties and covenants of the Authority contained herein as of the date hereof and as of the Closing Date and (iii) the receipt by the Lender at or prior to the Closing Date of the following:

(i) Legal Opinion. The approving opinion of the Authority's counsel addressed to the Lender, in form and substance reasonably acceptable to the Lender and its legal counsel to the effect that (a) the Authority has the authority under the laws of the State of Texas to execute and deliver the Loan Agreement and the Note (b) the Loan Agreement and the Note have been duly authorized, executed and delivered by the Authority, (c) the Loan Agreement and the Note are valid and binding obligations of the Authority, duly enforceable in accordance with their respective terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and other laws affecting the rights of creditors of political subdivisions generally), and (d) interest on the Note is excludable from gross income of the holders thereof for federal income tax purposes.

(ii) Authority Certificate. A certificate of the Authority dated the Closing Date and signed by an Authorized Officer of the Authority, and in form and substance reasonably satisfactory to the Lender and its legal counsel, to the effect that (1) since the date of the Resolution no material adverse change has occurred in the financial position of the Authority or results of operations of the Authority; (2) since the date of the Resolution, the Authority has not incurred any material liabilities other than in the ordinary course of business or as disclosed in writing to the Lender; (3) to his knowledge, no event materially affecting the Authority has occurred since the date of the Resolution which has not been disclosed in writing to the Lender; (4) since the date of the Resolution, the designation of officers or employees as Authorized Officers has not changed; (5) to his knowledge, the representations, warranties and covenants included in this Loan Agreement are true and correct in all material respects as of the Closing Date and all covenants and obligations to be performed by the Authority under the Resolution and this Loan Agreement on or prior to the Closing Date have been performed; and (6) there is no material litigation against the Authority relating to the Note, the Loan Agreement or any related documents that would have a material affect on the Authority's operations or its ability to collect the Net Revenues or in any way materially impair the Authority's ability to repay its obligations under the Note and the Loan Agreement.;

(iii) Financing Documents. Executed counterparts of the Resolution, this Loan Agreement and the original executed Note; and

(iv) Corporate Documentation. To the extent requested by the Lender and not previously provided to the Lender, certified copies of all documents evidencing the Authority's creation and governance including, but without limitation, all bylaws, board of directors' authorizing resolutions and incumbency certificates.

(b) Evidence that the Authority has paid in full its obligations under the RCEF Loan Agreement and the related note.

3.3 Payment of Principal and Interest.

(a) Interest with respect to the Loan shall accrue at the Interest Rate from the Closing Date and continue until the Loan is repaid; provided, however, (i) upon a Determination of Taxability, the Interest Rate will be increased to a rate of interest, as determined by the parties, that would provide the Lender with an after-tax yield on the then Outstanding Principal Amount of the Loan from the date of the Event of Taxability at least equal to the after-tax yield the Lender would have received if the Determination of Taxability had not occurred; and (ii) if an Event of Default specified in Section 9.1 has occurred and is continuing, interest with respect to the Outstanding Principal Amount, or any portion thereof, shall accrue at the Default Rate as provided in Section 9.3. Interest Payments shall be due on the Interest Payment Dates. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year.

(b) For value received, the Authority hereby promises (i) to pay interest to the Lender as provided herein on the Outstanding Principal Amount on the dates and at the rates provided in this Loan Agreement and the Note, and (ii) to make Principal Repayments to the Lender on the on July 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>
2022	\$ 300,000
2023	925,000
2024	1,275,000
2025	1,400,000
2026	1,500,000
2027	19,590,900

3.4 Use of Proceeds. The Loan Proceeds shall be used by the Authority to refinance and pay the Authority's obligations under the RCEF Loan Agreement and the related note.

3.5 Making of Loan Payments. All Loan Payments shall be payable, without offset and without exchange or collection charges, in any coin or currency of the United States of America, which on the date of payment is legal tender for the payment of debts due in the United States of America. If the date for making any Loan Payment is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was due.

3.6 Prepayments.

(a) The Outstanding Principal Amount is subject to prepayment, at the option of the Authority, in whole or in part, in inverse order of maturity, on any date on or after May __, 2025 (the "Par Call Date"), at a price equal to the principal amount being prepaid plus accrued but unpaid interest thereon to the prepayment date.

(b) The Outstanding Principal Amount is subject to prepayment at the option of the Authority, in whole or in part, on any date prior to the Par Call Date, at a price equal to the Make-Whole Redemption Price. The "Make-Whole Redemption Price" is the greater of: (i) 100% of the

remaining principal amount of the Loan to be redeemed, or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the Par Call Date of the Loan to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Loan is to be redeemed, discounted to the date on which the Loan is to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as hereinafter defined) plus 49 basis points, plus, in each case, accrued and unpaid interest on the Loan to be redeemed on the redemption date. The “Treasury Rate” is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 that has become publicly available at least two (2) Business Days prior to the redemption date (excluding inflation indexed securities) (or, if Federal Reserve Statistical Release H.15 is no longer published, any publicly available source of similar market data)) most nearly equal to the weighted average remaining life of the principal installments to be redeemed as of the redemption date.

(c) The Authority shall notify the Lender in writing of any prepayment pursuant to subsections (a) and (b) above at least five Business Days prior to the prepayment date. Any such prepayment may be made from Net Revenues, the proceeds of the issuance of debt obligations or any other legally available funds of the Authority.

ARTICLE IV

SECURITY AND SOURCE OF PAYMENT FOR LOAN PAYMENTS;

ADDITIONAL OBLIGATIONS

4.1 Pledge and Source of Payment. The Note and the obligations under the Loan Agreement are secured by a senior lien pledge of the Net Revenues. In addition, the obligation of Authority to repay the Note and to make any other payment due under the Loan Agreement is an unsecured obligation of the Authority payable from any legally available funds of the Authority.

4.2 Evidence of Indebtedness and Security Agreement.

(a) A fully executed copy of this Loan Agreement and the Note shall evidence the indebtedness of the Authority as provided herein and shall constitute a security agreement pursuant to applicable law, with the Lender as the secured party. The grants, charge, lien, pledge and security interest of the Lender created herein shall become effective immediately upon and from the Closing Date, and the same shall be continuously effective for so long as the Loan, or any portion thereof, is outstanding.

(b) A fully executed copy of this Loan Agreement and the proceedings authorizing same shall be kept at all times by the Authority and shall be filed among the permanent records of the Authority. Such records shall be open for inspection, at all times during regular business hours, to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against, the Authority.

4.3 Additional Obligations. The Authority reserves the right, with the prior written consent of the Lender, to issue or incur, for any lawful purpose, lines of credit or additional debt obligations payable from and secured, in whole or in part, by Net Revenues, on a parity with or subordinate to the pledge of and lien on Net Revenues securing the Loan, subject to and in accordance with the terms of the Interlocal Agreement. The Authority confirms that, except for the RCEF Loan Agreement and the related note that are being prepaid concurrently with the execution and delivery of the Loan Agreement and the Note, on the Closing Date the Authority has no other senior lien debt payable from Net Revenues.

4.4 Perfection of Security. Section 370.114 of the Texas Transportation Code applies to the aforementioned pledge of, and lien on, the Net Revenues, and such pledge and lien are, therefore, enforceable against any person or entity having a claim, in tort, contract, or other remedy, against the Authority without regard to whether such person or entity has notice of the pledge and lien created hereby. Should Texas law be amended or modified at any time while the Loan, or any portion thereof, is outstanding, the result of such amendment or modification being that the pledge of, and lien on, the Net Revenues is to be subject to the requirements of Chapter 9, Texas Business & Commerce Code (the "UCC"), in order to perfect the Lender's security interest in the Net Revenues created hereby, the Authority agrees to take such measures as the Lender determines are reasonably necessary to enable such perfection under the UCC.

ARTICLE V

CREATION OF FUNDS; APPLICATION OF LOAN PROCEEDS

5.1 Creation of Funds. There is hereby reestablished and affirmed in the Authority's name the following funds:

- (1) MOPAC Revenue Fund (the "Revenue Fund");
- (2) MOPAC Operating Fund (the "Operating Fund");
- (3) MOPAC Loan Repayment Fund (the "Loan Repayment Fund"); and
- (4) MOPAC General Fund (the "General Fund").

All of such funds shall be maintained at a depository bank of the Authority as a separate, segregated account, separate and apart from all other funds and accounts of the Authority, and shall be maintained and applied in the manner provided herein. The Authority reserves the right to establish one or more additional funds for such purposes as the Authority may determine from time to time. The Authority further reserves the right to establish one or more accounts and subaccounts within each fund including, without limitation, accounts and subaccounts for the purpose of accounting for debt obligation proceeds, Revenues and other amounts relating to additional debt obligations and for such other purposes as the Authority may determine from time to time. Each such account or subaccount within a fund shall be designated in a manner that indicates the identity of such fund and that distinguishes such account or subaccount from all other accounts and subaccounts established by the Authority.

5.2 Flow of Funds. All Revenues shall be deposited as received and accounted for by the Authority into the Revenue Fund. Amounts on deposit in the Revenue Fund shall be deposited in, or credited to, as appropriate, the following funds on the twenty-fifth (25th) day of each month (each, a “Transfer Date”) following the date of execution and delivery of this Loan Agreement in the following amounts in the following order of priority:

First, to the Operating Fund, an amount sufficient to make the balance in the Operating Fund equal to one-sixth (1/6) of the budgeted Operating Expenses and Maintenance Expenses for such fiscal year; provided, the monthly payment may be increased or decreased, as necessary, to reflect amendments to the budgeted Operating Expenses and Maintenance Expenses or to take into consideration amounts then on deposit in the Operating Fund.

Second, to the Loan Repayment Fund, an amount equal to the sum of the following:

(i) one-sixth of the amount of interest becoming due on the Loan on the next succeeding Interest Payment Date; provided, that with respect to the Interest Payment date occurring on July 1, 2022, the amount of interest payable on such date shall be deposited to the Loan Repayment Fund in equal monthly installments on the Transfer Dates in May and June, 2022; and

(ii) one-twelfth (1/12) of the principal amount of the Loan that will mature and become due and payable within the next twelve months; provided, that with respect to the Principal Repayment due on July 1, 2022, the amount of such Principal Repayment shall be deposited to the Loan Repayment Fund in equal monthly installments on the Transfer Dates in May and June 2022.

In calculating such monthly deposit to the Loan Repayment Fund the Authority may take into account (a) any amounts deposited to the Loan Repayment Fund by the Authority from any source (other than the Revenue Fund) on or prior to the Transfer Date and (b) any investment income realized by the Authority from the investment of amounts on deposit in the Loan Repayment Fund.

On or before each Transfer Date, the Authority shall make up any deficiencies in deposits to the Loan Repayment Fund on prior Transfer Dates from and to the extent monies remain on deposit in the Revenue Fund.

Third, to such funds and accounts as may be established by the Authority in connection with subordinate lien debt obligations entered into by the Authority, such amounts as may be required by the instruments establishing and relating to such subordinate lien debt obligations; and

Fourth, to the General Fund all amounts remaining on deposit in the Revenue Fund.

5.3 MOPAC Operating Fund. There shall be deposited to the Operating Fund such amounts as are required pursuant to Section 5.2. The Authority reserves the right to deposit to the Operating Fund such other amounts as it deems necessary or desirable from any funds of the Authority that are lawfully available for such purpose. Amounts on deposit in the Operating Fund shall be applied by the Authority, from time to time, to pay Operating Expenses and Maintenance Expenses of the Transportation Project. In making payments from the Operating Fund, the Authority shall be deemed to be certifying that obligations in such amounts have been incurred by

the Authority and that each item was properly incurred in operating the Transportation Project and has not been previously paid.

5.4 MOPAC Loan Repayment Fund. There shall be deposited to the Loan Repayment Fund such amounts as are required pursuant to Section 5.2. The Authority reserves the right to deposit to the Loan Repayment Fund such other amounts as it deems necessary or desirable from any funds of the Authority that are lawfully available for such purpose. The Authority shall pay out of the Loan Repayment Fund to the Lender (a) on or before each Interest Payment Date, the amount required for the payment of the interest becoming due on such Interest Payment Date and (b) on or before each date on which principal matures or becomes payable pursuant to an optional prepayment of the Loan, in whole or in part, by the Authority, the amount required for payment of the principal amount maturing or being prepaid on such date.

If at the time the Authority is required to make a withdrawal from the Loan Repayment Fund the moneys therein shall not be sufficient for such purpose, the Authority shall withdraw the amount of such deficiency from the moneys on deposit in the following funds and transfer the same to the Loan Repayment Fund in the following order: the Revenue Fund and the General Fund. Any amounts on deposit in the Loan Repayment Fund on the Closing Date relating to the RCEF Loan Agreement shall be transferred to the General Fund.

5.5 MOPAC General Fund. Moneys in the General Fund shall be used by the Authority as provided in Section 5.4 to restore deficiencies in the Loan Repayment Fund. Notwithstanding the foregoing, moneys in the General Fund may be expended by the Authority at any time for any of the following purposes, with no one item having priority over any of the others:

- (a) to make payments under, or to reimburse the Authority for payments made by the Authority under, the Interlocal Agreement;
- (b) to pay Maintenance Expenses and Operating Expenses;
- (c) to fund or reimburse costs of improvements, extensions and replacements of the Transportation Project; or
- (d) for any other lawful purpose.

5.6 Investment of Funds; Transfer of Investment Income. Money in the Revenue Fund, Operating Fund, Loan Repayment Fund, and General Fund may, at the option of the Authority, be invested as permitted by applicable law and in accordance with the Authority's Investment Policy; provided that all such investments shall be made in such manner that the money within such fund will be available at the time or times required for the disbursement of such amounts from such fund in accordance with the requirements of this Agreement. Any such investment shall be kept and held in such fund. All such investments shall be promptly sold when necessary to provide for the payment of amounts due hereunder. All interest and/or income derived from such investments shall be credited, as received, to such fund.

ARTICLE VI

COVENANTS OF THE AUTHORITY

6.1 General Covenants of the Authority. The Authority agrees, promises and covenants with and to the Lender, as follows:

(a) The Authority will (i) make or cause to be made each Loan Payment when due, according to the terms of this Loan Agreement, (ii) deposit or cause to be deposited at the times and in the manner prescribed by this Loan Agreement, the amounts of money to the accounts specified herein, and (iii) faithfully do and perform, and at all times observe, the agreements, promises, covenants, undertakings, stipulations and provisions contained in this Loan Agreement, the Note and the related documents.

(b) The Authority will provide the Lender, upon any Authorized Officer having actual knowledge thereof, with notice of any Event of Default hereunder or any event that, with the passage of time, the giving of notice, or both, would constitute or become an Event of Default.

(c) Commencing with the fiscal year ending June 30, 2022, the Authority will deliver to the Lender no later than 180 days after the end of each fiscal year of the Authority for so long as the Loan or any portion thereof remains outstanding (i) the audited financial statements of the Authority as of and for the period ended as of the most recently completed fiscal year of the Authority, prepared in accordance with generally accepted accounting principles or such other accounting principles as the Authority may be required to employ from time to time pursuant to State law or regulation, together with an opinion from an independent certified public accountant, or independent firm of certified public accountants, with respect thereto; provided, that the auditor's opinion shall not contain a qualification (A) to the effect that the Authority is not a going concern or (B) on account of a limitation of scope within the control of the Authority and (ii) internally prepared income statements for the Transportation Project.

(d) The Authority shall, no later than 30 days following the end of each month following the Closing Date and for so long as the Loan or any portion thereof remains outstanding, post on its website monthly financial statements.

(e) The Authority shall at any and all times, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to effect the transactions contemplated by this Loan Agreement assuring, conveying, granting, assigning, securing and confirming all and singular Lender's rights in and to the Net Revenues and other moneys, securities, funds and accounts, if any, hereby pledged or assigned, or intended so to be pledged or assigned, or which the Authority may become bound to pledge or assign, and the Net Revenues and other moneys, securities, funds and accounts, if any, so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto superior to, or on parity with, the pledge created by this Loan Agreement, other than as permitted by such documents, and all corporate action on the part of the Authority to that end has been duly and validly taken or will be duly and validly taken when required. This Loan Agreement and the Note are and will be valid and legally enforceable obligations of the Authority in accordance with their

terms. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Revenues and other moneys, securities, funds and accounts, if any, pledged hereunder and all the rights of the Lender hereunder against all claims and demands of all persons whomsoever.

(f) The Authority shall, within five (5) Business Days after the Authority learns of the occurrence, provide the Lender notice of any of the following events, setting forth details of such event:

(i) Events of Defaults - any Event of Default or any event which, given notice or the passage of time or both, would constitute or become an Event of Default by the Authority;

(ii) Litigation - the filing of any litigation, suit or action, or delivery to the Authority of any written claim, which could reasonably be expected to have a material adverse effect upon the Authority's revenues or expenses, or upon the Authority or its performance hereunder or under the Note; and

(iii) Other Adverse Events - the occurrence of any other event or condition which could reasonably be expected to have a material adverse effect upon the Authority or its performance hereunder or under the Note.

(g) Within thirty (30) days after an event specified in Section 6(f) above, the Authority shall provide a statement of an Authorized Officer setting forth the actions the Authority proposes to take with respect thereto.

(h) So long as the Loan, or any portion thereof, is outstanding, the Authority shall not extinguish the lien of this Loan Agreement (or any related UCC financing statement filed with respect thereto) with respect to the Note and the Net Revenues.

(i) So long as the Loan, or any portion thereof, is outstanding, the Authority shall not enter into any amendment or other modification of the Interlocal Agreement without the prior written consent of the Lender (which consent shall not be unreasonably withheld, conditioned or delayed) if such amendment or modification would adversely affect the rights of the Lender under this Loan Agreement.

(j) The Authority shall use its good faith efforts to maintain its existence as a regional authority and political subdivision of the State and shall not consolidate with or merge into any other person or entity unless provision is made for the payment of the Loan Payments required hereunder.

(k) When and to the extent required by applicable law, the Authority shall obtain and thereafter maintain at all times all licenses, permits or other approvals required for the overall operations of the Authority.

(l) The Authority shall pay when due from Net Revenues or other available funds the Note and other obligations of the Authority.

(m) The Authority will maintain its right to operate, maintain and collect Revenues from the Transportation Project.

(n) The Authority shall only invest its Revenues as provided by Texas law and the Authority's Investment Policy.

(o) The Authority hereby covenants that it will at all times budget and collect rates for services rendered by the Transportation Project as required by applicable Law. Additionally, the Authority shall budget and collect rates from services on the Transportation Project reasonably estimated to produce Net Revenues in an amount equal to 120% of the aggregate amount required to be paid in such year for principal and interest on all outstanding senior lien debt ("Annual Debt Service") of the Transportation Project. In the event that the 120% rate covenant is not met at the end of any fiscal year-end of the Authority, the Authority will engage a traffic and revenue consultant and implement such Consultant's recommendations for the following fiscal year. Failure by the Authority to produce Net Revenues in an amount equal to or greater than 120% of Annual Debt Service for two consecutive fiscal years shall constitute an Event of Default hereunder. Further, if the Authority shall become legally liable for any other indebtedness payable from the Revenues, the Authority will fix and maintain rates and collect charges for the services of the Transportation Project sufficient to discharge such indebtedness.

6.2 Federal Income Tax Matters Relating to the Note.

(a) General. The Authority covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Note to be includable in gross income for federal income tax purposes. In furtherance thereof, the Authority covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Authority in connection with the Note.

(b) No Private Activity Bonds. The Authority covenants that it will use the proceeds of the Note (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Note will not be a "private activity bond" within the meaning of section 141 of the Code. Furthermore, the Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Note to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The Authority covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Note to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Authority covenants not to take any action or omit to take action that, if taken or omitted, would cause the Note to be a "hedge bond" within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The Authority covenants that it will make such use of the proceeds of the Note (including investment income) and regulate the investment of such proceeds of the Note so that the Note will not be an "arbitrage bond" within the meaning of section 148(a) of the Code.

(f) Required Rebate. The Authority covenants that, if the Authority does not qualify for an exception to the requirements of section 148(f) of the Code, the Authority will comply with the requirement that certain amounts earned by the Authority on the investment of the gross proceeds of the Note, be rebated to the United States.

(g) Information Reporting. The Authority covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Note in accordance with section 149(e) of the Code.

(h) Record Retention. The Authority covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the RCEF Loan Agreement and the related promissory note and the Note and the use of the property financed, directly or indirectly, thereby until three years after the Note is prepaid or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Authority will not be required to comply with any of the federal tax covenants set forth above if the Authority has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Note from gross income for federal income tax purposes.

(j) Continuing Compliance. Notwithstanding any other provision of this Loan Agreement, the Authority's obligations under the federal tax covenants set forth in this Section 6.1 will survive the defeasance and discharge of the Note for as long as such matters are relevant to the excludability of interest on the Note from gross income for federal income tax purposes.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Warranties and Representations of the Authority. To induce the Lender to enter into this Loan Agreement and to make the Loan, the Authority hereby represents and warrants to the Lender as follows:

(a) Due Organization: Existence. The Authority is (i) a regional mobility authority and a political subdivision of the State, (ii) created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and (iii) operating pursuant to the Act.

(b) Authority. The Authority has full right, power and authority to execute, deliver and perform its obligations under this Loan Agreement and the Note and to consummate the transactions contemplated by this Loan Agreement and the Note.

(c) Due Authorization. Pursuant to the Texas Constitution, general laws of the State of Texas and Chapter 370 Texas Transportation Code, the Authority has duly authorized all necessary action to be taken by it for (i) the execution and delivery of this Loan Agreement and (ii) the execution, delivery and receipt of any and all such other agreements and documents as may be required to be executed, delivered and received by the Authority in order to carry out, give

effect to and consummate the transactions contemplated by this Loan Agreement, including but without limitation the Note. The Resolution (i) was duly and lawfully adopted by the duly appointed Board of Directors of the Authority at a meeting with respect to which notice was given as required by law and at which a quorum was in attendance, (ii) has not been amended, repealed, rescinded, supplemented or otherwise modified since the date thereof and no resolution conflicting with the terms of the Resolution has been adopted since the adoption of the Resolution and (iii) is now in full force and effect.

(d) Execution and Enforceability. On the Closing Date, the Resolution will be in full force and effect and will constitute the legal and valid act of the Authority, and this Loan Agreement and the Note will have been duly executed and delivered by the Authority, and, assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, this Loan Agreement and the Note will constitute the legal, valid and binding obligation of the Authority, enforceable in accordance with their terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and other laws affecting the rights of creditors of political subdivisions generally).

(e) No Conflict. The authorization, execution and delivery by the Authority of this Loan Agreement and any other documents contemplated hereby (including but without limitation the Note) and compliance by the Authority with the provisions of such documents do not and will not conflict with or constitute on the part of the Authority a breach of or a default under any provision of the Constitution of the State or any existing law, administrative regulation, or any court or administrative decree or order issued wherein the Authority is a party, or any agreement, indenture, mortgage, lease or other instrument entered into by the Authority by which the Authority or its properties are, or on the Closing Date will be, bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Authority, or conflict with the organizational documents of the Authority.

(f) No Adverse Actions. Except as otherwise disclosed to the Lender in writing, to the knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body pending against or affecting the Authority or threatened against or affecting the Authority or contesting the due organization and valid existence of the Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect (i) the transactions contemplated hereby or by the Resolution or the validity or due adoption of the Resolution or the validity, due authorization and execution of this Loan Agreement or any agreement or instrument or to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby (including but without limitation the Note); or (ii) the condition or operations of the Authority or the collection of Revenues by the Authority or on behalf of the Authority.

(g) No Consent. No consent or approval of any trustee, holder of any indebtedness of the Authority or any other person, and no consent, approval, permission, authorization, order or license of, or filing or registration with, any governmental entity is necessary in connection with the execution and delivery of this Loan Agreement or the Note, the consummation of any transaction herein contemplated, or the fulfillment of or compliance with the terms and conditions hereof, except as have been obtained or given and as are in full force and effect.

(h) No Defaults. The Authority will not be in default under the terms and provisions of this Loan Agreement on the Closing Date, and the Authority will not be, on the Closing Date, in default under any other agreement, indenture, lease, deed of trust, note or other instrument entered into by the Authority or by which it or its properties are or may be bound, which would have a material adverse effect on the condition of the Authority, financial or otherwise, or otherwise materially affect its ability to perform its covenants and obligations under this Loan Agreement.

(i) Validity. This Loan Agreement, when executed and delivered, will have been duly authorized, executed and delivered and will constitute the legal, valid and binding obligation of the Authority entitled to the benefits and rights hereof; further, this Loan Agreement establishes the valid pledge of and lien on the Net Revenues which it purports to create, and such pledge and lien are in full force and effect.

(j) No Prior Liens. Except to the extent set forth in or contemplated in the Interlocal Agreement, the Authority has never issued, assumed, guaranteed or otherwise become liable in respect of any bonds, notes, contracts, arrangements or obligations of any kind whatsoever that might give rise to any lien or encumbrance on the Net Revenues.

(k) No Change. Except as disclosed in writing to the Lender, the Authority has not incurred any liabilities or entered into any transactions, not in the ordinary course of business, that are material to the affairs of the Authority since the date of the Resolution, and there has not been any material change in the financial structure of the Authority or any material change in the conditions or general affairs of the Authority since the date of the Resolution.

(l) Tax Matters. Neither the Authority nor the income of the Authority is subject to taxation under the Internal Revenue Code of 1986, as amended, or any taxation imposed by the State or any political subdivision thereof, and the delivery of the Loan Agreement and Note by the Authority is not subject to any transfer or other documentary or stamp taxes of the State or any political subdivision thereof.

(m) Payment of Indebtedness. The indebtedness of the Authority under this Loan Agreement and the Note is expected to be paid in full over their term from the Net Revenues and other available revenues of the Authority.

Any inquiry undertaken by or on behalf of the Lender shall not affect the Lender's ability to rely on the representations and warranties set forth herein.

ARTICLE VIII

INVESTMENTS; SECURITY

8.1 Investment of Deposits. The Authority may place amounts on deposit in the Loan Repayment Fund (including investment earnings thereon) in time deposits or invest the same as authorized by applicable law and the Authority's Investment Policy.

8.2 Security for Deposits. All deposits authorized or required by this Loan Agreement shall be secured to the fullest extent required by applicable law for the security of public funds.

ARTICLE IX

EVENTS OF DEFAULT

9.1 Events of Default. Each of the following occurrences or events, for the purpose of this Loan Agreement, shall be an Event of Default:

(a) failure to make any payment of debt service on any outstanding indebtedness owed by the Authority to the Lender including, but without limitation, any Loan Payment (or portion thereof) when due and payable;

(b) default in the performance or observance of any other covenant, agreement or obligation of the Authority expressly set forth in this Loan Agreement, and/or the Note and the continuation thereof for a period of thirty (30) days after written notice of such default is given by the Lender to the Authority;

(c) any representation or warranty made to the Lender by the Authority herein shall be determined to have been materially false, incorrect or incomplete when made;

(d) the Authority shall fail to maintain its existence as a political subdivision of the State without making provision for the repayment of its outstanding indebtedness (including but without limitation the Loan) or shall admit its inability to generally pay its debts as they mature, or shall make an assignment for the benefit of its creditors; or there shall be commenced against or by the Authority proceedings in bankruptcy, or for reorganization of the Authority, or for the readjustment of any of its debts under the United States Bankruptcy Code, as amended or any proceeding under any other applicable laws, whether state or federal, for the relief of debtors, or for a receiver of the Authority or any substantial part of its property, and, except with respect to any such proceedings instituted by the Authority, such proceedings shall not be discharged within sixty (60) days after their commencement;

(e) the Authority shall suffer a final judgment for the payment of money in excess of \$5,000,000 payable from Net Revenues and shall not discharge the same within a period of sixty (60) days following such judgment unless, pending further proceedings, execution upon such judgment has not been commenced or, if commenced, has been effectively stayed; or

(f) a judgment or other creditor of the Authority shall obtain, or seek to obtain, possession of the Net Revenues by levy, seizure or attachment.

9.2 Remedies Upon Default. Notwithstanding any other provision of this Loan Agreement and/or the Note to the contrary, and to the extent permitted by applicable law, upon the occurrence of any Event of Default hereunder, then and in every case, the Lender may declare the Outstanding Principal Amount and accrued but unpaid interest hereunder to be immediately due and payable, and the Lender may proceed against the Authority for the purpose of protecting and enforcing the Lender's rights under this Loan Agreement and/or the Note, including (but not

limited to) enforcing the pledge of, security interest in and lien and charge on the Net Revenues against all parties in possession of any Net Revenues at any time, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by applicable law, including (but not limited to) the specific performance of any covenant, obligation or agreement contained under this Loan Agreement and/or the Note, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Lender hereunder or thereunder, or any combination of such remedies as the Lender, in its sole discretion, shall determine.

9.3 Default Rate. Upon the occurrence and during the continuance of an Event of Default under this Loan Agreement and/or the Note, the entirety of the Outstanding Principal Amount shall bear interest at the Default Rate, subject to the provisions of Section 12.12 herein.

9.4 No Waiver. No failure on the part of the Lender to exercise, and no delay on the part of the Lender in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. All rights and remedies of the Lender under this Loan Agreement and/or the Note are cumulative and concurrent and are in addition to, and not exclusive of, any rights or remedies afforded the Lender under any applicable law.

ARTICLE X

DISCHARGE; TERMINATION

10.1 Discharge By Payment. When all of the amounts due or to become due under this Loan Agreement and/or the Note have been paid in full by or on behalf of the Authority, this Loan Agreement shall terminate, the Authority's obligations and the lien on Net Revenues under this Loan Agreement shall be discharged and released and the Lender shall execute and deliver to the Authority such releases or other instruments as are reasonably required to release such lien or otherwise evidence such discharge.

ARTICLE XI

NOTICE

11.1 Notice. Any notice, demand, direction, request or other instrument authorized or required by this Loan Agreement to be given or filed with the Authority or the Lender shall be in writing and shall be deemed to have been given three (3) Business Days after mailing only upon receipt by the party to whom such is directed. Any such notice shall be sent by first class mail, postage prepaid, to the address specified below, or to such other address as may be designated in writing by the parties:

Authority: Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attention: Chief Financial Officer

Lender: Regions Capital Advantage, Inc.

Attention: _____

ARTICLE XII

MISCELLANEOUS

12.1 Legal Holidays. If the date fixed for making any Loan Payment is not a Business Day, then payment need not be made on such date, but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date fixed for payment, and no interest shall accrue on such Loan Payment for the period of time from the dated fixed for payment to the date of actual payment.

12.2 No Recourse Against Authority Officials. No recourse shall be had for the making of Loan Payments or for any claim based thereon or on this Loan Agreement against any Authorized Officer, any other official or representative of the Authority or any person executing this Loan Agreement on behalf of the Authority.

12.3 Authority Successors and Assigns. Whenever in this Loan Agreement the Authority is named and referred to it shall be deemed to include its successors and assigns, and all covenants, obligations and agreements in this Loan Agreement by or on behalf of the Authority, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

12.4 Benefit of Agreement Provisions. Nothing in this Loan Agreement, express or implied, shall give or be construed to give any person, firm or corporation, other than the Authority and the Lender, any legal or equitable right or claim under or in respect of this Loan Agreement, the Note, or under any covenant, condition or provision herein or therein contained, such covenants, conditions or provisions being for the sole benefit of the Authority and the Lender.

12.5 Further Proceedings. The Authorized Officers and other appropriate officials of the Authority are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and provisions of this Loan Agreement.

12.6 Increased Costs and Reduced Return. If at any time after the date hereof, the Lender (which shall include, for purposes of this Section, any entity controlling the Lender) determines a (i) Change in Law has occurred resulting in changes to the Lender's required levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), or similar requirements, or any interpretation or administration thereof by any court or applicable authority or compliance by the Lender with any of such requirements, has the effect of (a) increasing the Lender's costs relating to the Loan and the Note, or (b) reducing the yield or rate of return of the Lender on the Loan and the Note, to a level below that which the Lender could have achieved but for the adoption or modification of any such requirements, then the Authority, to the extent permitted by law, shall pay to the Lender, within sixty (60) days of any written request (specifying in reasonable detail the basis for and calculation of such additional amounts) by the

Lender such additional amounts as will compensate the Lender for such increase in costs or reduction in yield or rate of return of the Lender. The Lender shall make such demand as soon as reasonably possible upon becoming aware of such determination; provided, however, no failure by the Lender to promptly demand payment of any additional amounts payable hereunder shall constitute a waiver of the Lender's right to demand payment of such amounts at any subsequent time. Nothing herein contained shall be construed or so operate as to require the Authority to pay any interest, fees, costs or charges greater than is permitted by applicable law.

12.7 Anti-Corruption Laws. To the undersigned's knowledge, the Authority and its board members, officers and employees are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. To the knowledge of the Authority, no use of proceeds or other transaction contemplated by this Agreement will be used in a manner that would violate Anti-Corruption Laws or applicable Sanctions.

12.8 Severability. To the extent any provision of this Loan Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Loan Agreement.

12.9 Counterparts. This Loan Agreement may be executed in any number of counterparts with the same force and effect as if there were only one single instrument. If counterparts of this Loan Agreement are executed, the signatures of the parties affixed thereto may be combined and treated and given effect for all purposes as a single instrument.

12.10 Open Meeting. The Authority hereby officially finds and determines that the meeting at which this Loan Agreement and corresponding Note was approved was open to the public, and that public notice of the time, place and purpose of such meeting was given, all as required by the Texas Open Meetings Act.

12.11 Governing Law. THIS LOAN AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO SUCH STATE'S CONFLICTS OF LAWS PRINCIPLES.

12.12 Usury Savings.

(a) Notwithstanding anything contained herein or in the Note to the contrary, to the extent permitted by law, (i) if at any time the Interest Rate or Default Rate, as the case may be, exceeds the Highest Lawful Rate, then (x) interest at the Highest Lawful Rate shall be due and payable and (y) interest at the rate equal to the difference between (A) the applicable rate and without regard to the limitation of this Section 12.12 and (B) the Highest Lawful Rate (the "Excess Interest Amount") shall be deferred until such date as the applicable rate ceases to exceed the Highest Lawful Rate, at which time the Authority shall pay to the Lender, with respect to amounts then payable to the Lender that are required to accrue interest hereunder, such portion of the Excess Interest Amount as will cause the rate of interest then paid to the Lender to equal the Highest Lawful Rate, which payments of the Excess Interest Amount shall continue to apply to such unpaid amounts hereunder and under the Note, to the greatest extent permitted by law, until all Excess Interest Amount is fully paid to the Lender; provided, however, that no payment of any portion of

the Excess Interest Amount shall occur after the final maturity of the Note. Upon the termination of this Agreement, to the extent permitted by applicable law, in consideration for the limitation of the rate of interest otherwise payable hereunder, the District shall pay to the Lender a fee equal to the amount of all unpaid portions of the Excess Interest Amount; provided, that such fee shall not cause the net effective interest rate on the Note to exceed the Highest Lawful Rate.

(b) The provisions of this Section 12.12 shall control over any provision of this Loan Agreement with which it may be in conflict, notwithstanding that such other provision may provide that it controls.

12.13 Amendments. No amendment of any term or provision hereof shall be effective unless it is in writing and signed by the Lender and the Authority.

12.14 Entirety. This Loan Agreement and corresponding Note embodies the entire agreement among the parties regarding the subject matter hereof and thereof and supersede all prior agreements and understandings, if any, relating to the subject matter hereof and thereof. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS LOAN AGREEMENT AND CORRESPONDING NOTE REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; AND THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

12.15 Fees and Expenses. The Authority hereby agrees to pay all costs and expenses of the Authority incurred in connection herewith, including but without limitation the reasonable fees and expenses of the Lender's legal counsel, in an amount not to exceed \$20,000.

12.16 Privately Negotiated Loan. The Lender acknowledges and agrees as follows:

- (i) the Note will not be rated by any municipal securities rating agency;
- (ii) the Note will not bear or be assigned any CUSIP number;
- (iii) the Note will not be registered with The Depository Trust Company or other securities depository;
- (iv) the Note will not be executed and delivered pursuant to any type of offering document or official statement;
- (v) the Authority has furnished the Lender with all necessary information desired for the Lender to make an informed decision concerning the disbursement of Loan Proceeds to the Authority, and the Lender has made such inspections and investigations as deemed necessary by it to determine the quality of the Note and assess all risks associated with the disbursement of Loan Proceeds to the Authority and the Lender's ownership of the Note; and
- (vi) the Note is to be held for the account of the Lender as evidence of a privately negotiated loan (and not on behalf of another), and the Lender has no present intention of

reselling or assigning the Note or dividing the interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

12.17 Patriot Act. The Lender is subject to the Patriot Act (as hereinafter defined) and hereby notifies the Authority that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Lender is required to obtain, verify, and record information that identifies the Authority which information includes the name and address of the Authority and other information that will allow the Lender to identify the Authority in accordance with the Patriot Act.

12.18 Waiver of Jury Trial. To the extent permitted by applicable law, each of the Authority and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Authority and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Loan Agreement, the Note or the transactions contemplated herein and therein.

12.19 Transfer. The Lender currently intends to hold the Loan Agreement and Note within its loan portfolio, however, the Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, under the laws of the State of Texas, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Authority may not assign its rights hereunder or under Loan Agreement or Note to any person without the prior written consent of the Lender.

12.20 EMMA Posting. Except as otherwise required by applicable law, rule or regulation, Authority shall not file or submit, or permit the filing or submission, of all or any portion of the Loan Agreement, the Note or any related document (containing any proprietary information of the Lender) with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (or any successor continuing disclosure vehicle) unless such document or portion thereof, as applicable, to be so filed or submitted (i) has been submitted to the Lender in advance of such filing or submission and (ii) shall have been redacted to the extent required by the Lender.

12.21 Compliance with Texas Government Code.

(a) The Lender hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Lender understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

(b) The Lender represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Lender and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Lender understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

(c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Lender hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Lender understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

(d) To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Lender hereby verifies that it and its parent company, wholly-or majority- owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Lender understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

12.22 Role of Lender. The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Loan Agreement and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Indenture, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Authority has been informed that it should discuss this Loan Agreement and any such other information, materials or communications with any and all internal and external advisors and experts that the Authority deems appropriate before acting on this Loan Agreement or any such other information, materials or communications. If the Lender or any of its Affiliates should recommend an action to the Authority or any other municipal entity or obligated person in connection with this Loan Agreement or the Note, the Authority acknowledges and agrees that the Lender will not provide advice regarding the structure, timing, terms, and similar matters with respect thereto, or to letters of credit, direct loans, municipal securities, or other extensions of credit that extends beyond the Note, which the Lender plans to hold for its own account as evidence of the Loan; hence, the Lender intends for any advice and recommendations provided by the Lender in connection with the matters described herein, to the extent applicable, to qualify for the bank exemption to the "Municipal Advisor Rule" of the Securities and Exchange Commission.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Secured Loan Agreement to be executed by their duly authorized officers effective as of the date first above written.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Name: _____
Title: _____

REGIONS CAPITAL ADVANTAGE, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

PROMISSORY NOTE

(this "Note")

THIS NOTE IS SECURED BY THE NET REVENUES UNDER AND AS DEFINED IN THE SECURED LOAN AGREEMENT BETWEEN THE AUTHORITY AND THE LENDER. THE OBLIGATION OF THE AUTHORITY TO PAY THE NOTE IS AN UNSECURED OBLIGATION OF THE AUTHORITY PAYABLE FROM ANY LEGALLY AVAILABLE FUNDS OF THE AUTHORITY. THIS NOTE IS NOT AN OBLIGATION OF THE STATE, ANY COUNTY OR ANY OTHER GOVERNMENTAL ENTITY AND IS NOT PAYABLE EXCEPT AS PROVIDED IN THE SECURED LOAN AGREEMENT.

Principal Amount: \$24,990,900

May __, 2022

FOR VALUE RECEIVED, THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), does hereby promise to pay to the order of **REGIONS CAPITAL ADVANTAGE, INC.** (the "Lender"), in lawful money of the United States of America, the Principal Amount set forth above, on the dates and in the amounts set forth in, and in accordance with the terms of, the Secured Loan Agreement between the Authority and the Lender (the "Loan Agreement"). The Authority also will pay interest on the unpaid principal balance outstanding from time to time at the rate and at such times as set forth in the Loan Agreement, until the earlier of the maturity or prepayment hereof. The Authority may prepay the unpaid principal balance outstanding at any time in accordance with the terms of the Loan Agreement.

Notwithstanding any other provisions of this Note, interest payable on this Note, together with any other costs, consideration, or payments in the nature of and constituting interest under applicable law (whether denominated as interest or as any other type of payment hereunder or thereunder, respectively) shall not exceed, and shall automatically be reduced to, the maximum amount or rate of interest permitted by applicable law as from time to time in effect (the "Highest Lawful Rate"); and all such costs, consideration, and payments constituting interest shall be pro-rated, spread, and allocated, to the fullest extent permitted by applicable law, to such periods and loan amounts as will cause the money so paid or received to conform to and comply with applicable law and the Highest Lawful Rate.

All sums paid hereon shall be applied first to the satisfaction of interest, and then the balance to the unpaid principal amount of this Note.

THIS NOTE is referred to in the Loan Agreement as the "Note," and is subject to all of the terms, conditions, and provisions thereof, including but without limitation those respecting the prepayment and the acceleration of maturity hereof. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

THIS NOTE is a contract made under and shall be construed in accordance with and governed by the laws of the State of Texas, without regard to such state's conflicts of laws principles.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Authorized Officer

EXHIBIT B
CAMPO INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the 27th day of June, 2012, by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO"), the designated metropolitan planning organization for the Austin metropolitan area, and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Mobility Authority"), a political subdivision of the State of Texas (each a "Party", and collectively, the "Parties").

WITNESSETH:

WHEREAS, 23 U.S.C. §134 requires the Governor, by agreement with units of general purpose local government in the affected area, to designate a metropolitan planning organization ("MPO") for each metropolitan planning area in the state; and

WHEREAS, 23 U.S.C. §134 requires each MPO so designated, in cooperation with the state, to develop long-range transportation plans and transportation improvement programs for the metropolitan planning area; and

WHEREAS, the Governor of Texas has designated CAMPO as the MPO for Bastrop, Caldwell, Hays, Travis, and Williamson Counties in accordance with the requirements of 23 U.S.C. §134; and

WHEREAS, the Mobility Authority is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§26.1 *et seq.*; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Mobility Authority's goals include improving mobility within Travis and Williamson counties, and to further that goal, the Mobility Authority has exercised its option, pursuant to state law, to develop, construct, and operate a proposed managed lane project in the City of Austin, Travis County, along an 11-mile portion of Loop 1 (MoPac) south of Parmer Lane to Cesar Chavez Street (the "MoPac Improvement Project" or "Project"); and

WHEREAS, the Texas Department of Transportation ("TxDOT") recently identified approximately \$2 billion in unanticipated funding for highway projects, resulting primarily from additional federal funding and lower than expected borrowing and construction costs for current projects; and

WHEREAS, TxDOT has notified CAMPO that \$136,583,000.00 of the unanticipated funding (the “New Funds”) will be made available for transportation projects in the Austin metropolitan area and has asked CAMPO to allocate the New Funds for appropriate projects; and

WHEREAS, the New Funds must be primarily allocated to projects which have progressed through the planning and development process to a point where Federal funds may be obligated to the project by September 30, 2012; and

WHEREAS, the MoPac Improvement Project is expected to receive environmental clearance on or before August 31, 2012, and has otherwise advanced through the planning and development process such that it is anticipated to be eligible for the obligation of funds prior to September 30, 2012; and

WHEREAS, CAMPO has determined that it is in the best interest of the region to allocate \$130 million in New Funds to the development and construction of the MoPac Improvement Project by the Mobility Authority; and

WHEREAS, the allocation of \$130 million in New Funds to the MoPac Improvement Project makes it possible for the Mobility Authority to fund construction of the Project without issuing toll revenue bonds, and thus reduces the total cost of constructing and operating the Project by the projected cost of issuing and repaying toll revenue bonds; and

WHEREAS, because the Mobility Authority will not have debt service requirements for the MoPac Improvement Project, the Project will generate “Surplus Revenue” (as defined below) sooner than if debt were issued; and

WHEREAS, to assure that the region shares in the benefits resulting from the use of New Funds for the MoPac Improvement Project, and in accordance with the requirements of Section 370.174 of the RMA Act, the Mobility Authority has agreed to establish a Regional Infrastructure Fund (“RIF”) created from a portion of the Surplus Revenue from the MoPac Improvement Project to be used to fund other transportation projects in the region; and

WHEREAS, in accordance with the terms of this Agreement and provisions of the RMA Act, the RIF will be available for use on transportation projects identified by CAMPO; and

WHEREAS, the Mobility Authority has agreed to deposit and hold the RIF in a dedicated interest-bearing account for the benefit of CAMPO;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties

have authorized and approved the Agreement by resolution and that this Agreement will be in full force and effect when approved by each party.

II. ACTION

- A. Allocation of New Funds to the MoPac Improvement Project.** CAMPO shall amend its Transportation Improvement Program (“TIP”) to allocate to the Mobility Authority \$130 million in New Funds, to be used to pay or provide reimbursement for the costs of (1) constructing the MoPac Improvement Project, including without limitation costs of right-of-way acquisition and utility relocation; and (2) other costs associated with project financing and implementation. This funding allocation is committed by CAMPO and is not subject to future discretionary actions of CAMPO. The Parties recognize and acknowledge that, subject to applicable law, a portion of the New Funds committed by this paragraph may be applied to reimburse costs incurred prior to, and in anticipation of, receipt of New Funds. The Parties further recognize and acknowledge that the New Funds shall be made available to the Mobility Authority by TxDOT pursuant to the terms of a separate financial assistance agreement. A copy of the financial assistance agreement will be provided to CAMPO upon execution by the Mobility Authority and TxDOT.
- B. Maintenance of Regional Infrastructure Fund.** In order to share the financial benefits derived from using New Funds for the MoPac Improvement Project, the Mobility Authority will establish and maintain a RIF. The RIF will be held in a dedicated interest-bearing account into which the Mobility Authority will deposit a portion of the Surplus Revenue generated by the Project (the “RIF Account”). The amounts of, and projected schedule for, contributions to the RIF Account are set forth on Exhibit “A”, attached hereto and incorporated herein.
- C. Use of Funds Held in the RIF Account.** The proceeds deposited to the RIF Account (and interest earned thereon) shall be used to assist governmental entities (which may include the Mobility Authority) in funding eligible toll or toll-free transportation projects. CAMPO shall have the sole responsibility for designating the transportation projects to which funds in the RIF Account will be allocated and determining the amount of available RIF proceeds to be allocated to each project. The Mobility Authority shall distribute funds in the RIF Account to governmental entities as designated by CAMPO for transportation projects included in the approved TIP (and any other required planning document). Notwithstanding the foregoing, unless otherwise permitted by federal law, funds in the RIF Account may only be used for a transportation project as defined in Title 23 of the United States Code (23 U.S.C.).

If, in the future, state and federal law permits CAMPO to directly fund projects through loans and grants, and state law permits a regional mobility authority to transfer Surplus Revenue directly to a metropolitan planning organization, the Parties agree that the RIF contributions and account shall, upon receipt of a written request from CAMPO, be transferred from the Mobility Authority to CAMPO.

- D. **Mobility Authority Commitment Contingent on Surplus Revenue.** The Mobility Authority shall deposit Surplus Revenue to the RIF Account only to the extent Surplus Revenue exists and in accordance with the general schedule set forth in Exhibit "A", which was derived based on projected revenues, operations and maintenance expenses, necessary reserves, and other project expenditures developed by the Mobility Authority and its consultants. For purposes of this Agreement, the phrase "Surplus Revenue" shall have the meaning set forth in Section 370.003(12) of the RMA Act, provided that neither (1) feasibility fund expenditures; nor (2) debt service and other expenses associated with any borrowing as described in Section II.E(2) shall be deducted from Project revenues in computing Surplus Revenue. If the Project does not generate Surplus Revenue at the time or in the amounts projected on Exhibit "A", the parties will confer and will work in good faith to revise the terms hereof to accommodate the changed circumstances while preserving the benefits for the region of the RIF and recognizing the value of the designated contribution schedule.
- E. **Encumbrance of Project Revenues.** The Mobility Authority agrees not to encumber Project revenues to secure borrowing from third parties except in either of the following circumstances:
- (1) The Mobility Authority determines that funds are needed to support Project construction or operations or to reimburse previously-incurred Project expenditures. If the funds needed are less than \$25 million, the Mobility Authority may take such actions as are necessary to secure the funding, including entering into a loan agreement with a third party to provide the funding on commercially reasonable terms (which may include a pledge of Project revenues).
 - (2) If the Mobility Authority has made contributions to the RIF in accordance with the schedule reflected on Exhibit "A", it may pledge that portion of Surplus Revenue which exceeds scheduled RIF contributions ("Additional Surplus Revenue") to secure third party borrowing. In accordance with Section II.D, all debt service and other expenses associated with such borrowing shall be excluded from the definition of Surplus Revenue available for contribution to the RIF (i.e., debt service and expenses related to such borrowing will not be deducted from Project revenues for purposes of calculating Surplus Revenue available for contribution to the RIF). In the event the Mobility Authority intends to borrow money and pledge the Additional Surplus Revenue to secure such borrowing, the Mobility Authority shall: (1) provide notice of its intent to engage in such borrowing at least thirty (30) calendar days prior to consummating such loan; (2) assure that any documents evidencing the loan recognize the obligations to make the RIF contributions prior to satisfying any loan obligations; and (3) provide documents evidencing the loan to CAMPO at least ten (10) business days prior to funding.
- F. **Advance Funding of RIF.** At its option and depending on Project performance, the Mobility Authority may fund the entire contribution to the RIF earlier than is otherwise projected on Exhibit "A".

- G. **Audit of Project.** The Mobility Authority will provide a copy of its annual audit to CAMPO until such time that the RIF contributions have been fully funded in accordance with Exhibit "A". In addition, CAMPO may, at its expense, secure an independent audit of the Project to verify the computation and availability of Surplus Revenue for contribution to the RIF in accordance with the projected schedule reflected on Exhibit "A".

III. GENERAL AND MISCELLANEOUS

- A. **Prior Written Agreements.** This Agreement is the complete agreement by and between the Parties on the subject matter of the Agreement. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- B. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.
- C. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- D. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.
- E. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- F. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**Capital Area Metropolitan Planning
Organization Transportation Policy Board**



By: Will Conley, Chair

Date: 6-28-12

**Central Texas Regional Mobility
Authority**



By: Ray Wilkerson, Chair

Date: 6-27-12

EXHIBIT "A"

PROJECTED
REGIONAL INFRASTRUCTURE FUND
CONTRIBUTION SCHEDULE

(Contributions to be made on or before September 1 of the year indicated)

Year	Annual Amount
2017	\$2,000,000
2018	\$2,000,000
2019	\$3,000,000
2020	\$4,000,000
2021	\$5,000,000
2022	\$5,000,000
2023	\$6,000,000
2024	\$10,000,000
2025	\$10,000,000
2026	\$10,000,000
2027	\$10,000,000
2028	\$10,000,000
2029	\$11,000,000
2030	\$11,000,000
2031	\$11,000,000
2032	\$11,000,000
2033	\$11,000,000
2034	\$11,000,000
2035	\$11,000,000
2036	\$12,000,000
2037	\$12,000,000
2038	\$12,000,000
2039	\$12,000,000
2040	\$12,000,000
2041	\$16,000,000
TOTAL	\$230,000,000

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

RESOLUTION NO. 22-022

**APPROVING MAXIMUM SPEED LIMITS FOR
45SW TOLL AND 183 TOLL AND RELATED AMENDMENTS TO
MOBILITY AUTHORITY POLICY CODE SECTION 301.015**

WHEREAS, Chapter 370 of the Transportation Code and other applicable law authorizes the Board to establish speed limits on Mobility Authority roadways; and

WHEREAS, Section 301.014 of the Policy Code provides guidelines for establishing speed limits on Mobility Authority roadways; and

WHEREAS, Section 301.015 of the Mobility Authority Policy Code publishes the speed limits for certain Mobility Authority toll facilities; and

WHEREAS, the Board has reviewed and considered the “45SW Toll Speed Limit Study” dated March 18, 2022, prepared by WSP USA Inc. and on file in the Mobility Authority office; and

WHEREAS, based on the 45SW Toll Speed Limit Study, the Board finds that a maximum speed limit of 70 miles per hour is a safe and reasonable speed for those who travel on 45SW Toll, and that it is in the best interest of the Mobility Authority and those who travel on 45SW Toll to establish a maximum speed limit of 70 miles per hour; and

WHEREAS, the Board has reviewed and considered the “183 Toll Speed Limit Study” dated March 9, 2022, prepared by Atkins North America, Inc. and on file in the Mobility Authority office; and

WHEREAS, based on the 183 Toll Speed Limit Study, the Board finds that a maximum speed limit of 75 miles per hour is a safe and reasonable speed for those who travel on 183 Toll, and that it is in the best interest of the Mobility Authority and those who travel on 183 Toll to establish a maximum speed limit of 75 miles per hour; and

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the 45SW Toll Speed Limit Study and hereby approves the recommended maximum speed limit of 70 miles per hour on 45SW Toll, as set forth in the 45SW Toll Speed Limit Study; and

BE IT FURTHER RESOLVED, that the Board accepts the 183 Toll Speed Limit Study and hereby approves the recommended maximum speed limit of 75 miles per hour on 183 Toll, as set forth in the 183 Toll Speed Limit Study; and

BE IT FURTHER RESOLVED, that the Board hereby amends Section 301.015 of the Mobility Authority Policy Code to promulgate maximum speed limits for the 45SW Toll and 183 Toll by adding new Subsections 301.015(d) and 301.015(e) as set forth in Exhibit A hereto.

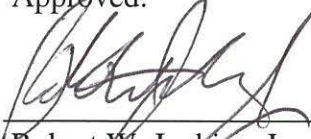
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of April 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

301.015 Speed Limits for Specific Roadways

- (a) The maximum speed of a motor vehicle on the main tolled lanes of the 183A Turnpike is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, the maximum speed of a motor vehicle on a non-tolled frontage road of the 183A Turnpike is limited to 60 miles per hour.
- (b) The maximum speed of a motor vehicle on the main toll lanes of the 290 Toll is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, a lesser transition maximum speed limit for a motor vehicle that is entering or exiting a main toll lane of the 290 Toll is established as identified on the strip map attached as Appendix C to the September 8, 2014, Speed Zone Study, on file in the Mobility Authority offices.
- (c) The maximum speed of a motor vehicle on the MoPac Express Lanes is limited to 70 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. The minimum speed of a motor vehicle on the MoPac Express Lanes is limited to 55 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions.
- (d) The maximum speed of a motor vehicle on the on the main toll lanes of the 45SW Toll is limited to 70 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions.
- (e) The maximum speed of a motor vehicle on the on the main toll lanes of the 183 Toll is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions.