

**COUNTY OF CAMERON**                      §

# **AGENDA**

**Special Meeting of the Board of Directors  
of the  
Cameron County Regional Mobility Authority**

**Dancy Courthouse  
1100 E. Monroe Street  
Brownsville, TX 78520**

**Tuesday, March 30, 2010**

**11:30 A.M.**

ACCEPTED FOR FILING  
CAMERON COUNTY  
2010 MAR 26 A 9:38  
JOE G. RIVERA  
COUNTY CLERK

**I. Public Comments**

**CONSENT ITEMS:**

**II. Consideration and Approval of the Minutes for March 4, 2010 Special Meeting**

**III. Consideration and approval of Revenue and Expenditure Report and Financials for the month of February 2010**

**ITEMS FOR DISCUSSION AND ACTION:**

**IV. Consideration and Approval of Permit and Easement Agreement between Cameron County Regional Mobility Authority and Irrigation District No. 6 for the West Rail Project**

**V. Consideration and Possible Action on Interlocal Agreement with Central Texas Regional Mobility Authority for Toll Transaction Processing Services.**

**VI. Consideration and Approval of Memorandum of Understanding between Cameron County Regional Mobility Authority and TransMontaigne Terminating, Inc., for the West Rail Project**

**VII. Consideration and Approval of a Resolution supporting the Cameron County Regional Mobility Authority's submittal of a Pass Through Finance Application to the Texas Department of Transportation for the East Loop Project**

**VIII. Resolution authorizing the issuance of one or more Series of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds; in an amount not to exceed \$30,000,000.00; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, form of bonds, redemption provisions and other matters pertaining to such Series of Bonds; approving the execution and delivery of an Indenture of Trust and other transaction documents; ratifying the Transportation Project and Pledge Agreement; ratifying the designation of Bond Counsel and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto**

- IX. Consideration and Discussion regarding the status of the SH 550 Project and the Olmito Expansion Project**
- X. Consideration and Approval of Supplemental Work Authorization No. 4 to Work Authorization No. 7 for the West Parkway Study**
- XI. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 23 for the Olmito Switchyard Project**
- XII. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 25 for the Port Entrance Road Project**
- XIII. Consideration and Approval of Work Authorization No. 27 for the East Loop Pass Through Finance Application**

**EXECUTIVE SESSION ITEMS:**

**XIV. Executive Session:**

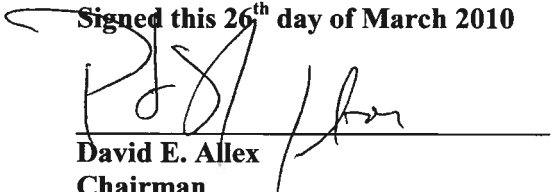
- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- B. Deliberation regarding real property concerning acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

**XV. Action relative to Executive Session**

- A. Possible Action**
- B. Possible Action**

**XVI. Adjournment**

Signed this 26<sup>th</sup> day of March 2010

  
David E. Alex  
Chairman

## **PUBLIC COMMENTS**

### **I. PUBLIC COMMENTS**

None were presented.

## **CONSENT ITEMS**

**ALL ITEMS UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY**

Upon motion by Director Garza, seconded by Director Alvarez and carried unanimously, Items II and III listed below were approved as presented.

### **II. CONSIDERATION AND APPROVAL OF THE MINUTES FOR MARCH 4, 2010, SPECIAL MEETING**

### **III. CONSIDERATION AND APPROVAL OF REVENUE AND EXPENDITURE REPORT AND FINANCIALS FOR THE MONTH OF FEBRUARY 2010**

**The Reports are as follows:**

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## **ACTION ITEMS**

### **IV. Consideration and Approval of Permit and Easement Agreement between Cameron County Regional Mobility Authority and Irrigation District No. 6 for the West Rail Project**

Mr. Pete Sepulveda, RMA Coordinator, introduced this item and explained to the Board that Cameron County Irrigation District No. 6 had reviewed and approved the construction plans for the West Rail Project and that the District's Board of Directors for the Irrigation District would approve the Permit and Easement Agreement. The permit fee is \$15,000.00 for the project.

Director Scaief moved to approve the permit fee. The motion was seconded by Director Alvarez and carried unanimously.

**The Agreement is as follows:**

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### **V. Consideration and Possible Action on Interlocal Agreement with Central Texas Regional Mobility Authority for Toll Transaction Processing Services.**

Mr. Richard Ridings with HNTB, introduced this item and went over the procedure Central Texas Regional Mobility Authority would take in order to put together a toll transaction processing, toll collection services (including "pay-by-mail" processing, violations processing and debt collection services) and toll system implementation equipment and services related to the SH 550 Toll Project and any future Cameron County Regional Mobility Authority toll projects.

Director Alvarez moved to approve the Agreement between Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority. The motion was seconded by Director Garza and carried unanimously.

**The Agreement is as follows:**

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### **VI. Consideration and Approval of Memorandum of Understanding between Cameron County Regional Mobility Authority and TransMontaigne Terminaling, Inc., for the West Rail Project.**

Director Alvarez motioned to **TABLE** this item. The motion was seconded by Director Garza and carried unanimously.

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**VII. Consideration and Approval of a Resolution supporting the Cameron County Regional Mobility Authority's submittal of a Pass Through Finance Application to the Texas Department of Transportation for the East Loop Project**

Mr. Pete Sepulveda, Jr., RMA Coordinator introduced this item and asked the Board's approval of the Resolution supporting the Cameron County Regional Mobility Authority's submittal of a Pass Through Finance Application to the Texas Department of Transportation for the East Loop Project.

Director Garza moved to approve the Resolution. The motion was seconded by Director Alvarez and carried unanimously.

**The Resolution is as follows:**

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**VIII. Resolution authorizing the issuance of one or more Series of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds; in an amount not to exceed \$30,000,000.00; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, form of bonds, redemption provisions and other matters pertaining to such Series of Bonds; approving the execution and delivery of an Indenture of Trust and other transaction documents; ratifying the Transportation Project and Pledge Agreement; ratifying the designation of Bond Counsel and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto**

Mr. Barron Wallace of Vinson & Elkins presented the Bond Resolution authorizing the Vehicle Registration Fee Revenue Bonds Series 2010A and 2010B to the Authority's Board for approval. He described the documents attached to the Resolution, specifically the Pricing Certificate, the Indenture of Trust, the Preliminary Official Statement, and the Bond Purchase Agreement.

The Pricing Certificate authorizes Chairman David E. Allex and Executive Director Pete Sepulveda, Jr., to serve as the Pricing Committee, which will approve the price, the interest rates and other matters pertaining to the Bonds. The Bond Resolution initially had a maximum interest rate cap of 8%, but after discussion by the Board, the maximum interest rate cap was set at 5.75%.

The Indenture of Trust is the agreement between the Authority and the Trustee which describes the flow of funds. The vehicle registration fee will go to the Trustee, who will then transfer and deposit the funds per the Indenture. This agreement is an important document because it provides assurance to the bondholders that the revenue for the bonds is protected.

The Preliminary Official Statement is the Authority's disclosure to the market about the Authority and the revenues the Authority will use to secure the bonds. The statements in this document must contain all material information relative to the Authority and the Bonds.

The Bond Purchase Agreement sets the requirements and conditions for closing. This document has been reviewed by the investment banks purchasing the bonds (Citi and JP Morgan), and includes all the closing requirements the banks are comfortable with.

The Authority's Board approved the revised Bond Resolution, as amended.

Director Scaief moved for approval of the Resolution. The motion was seconded by Director Garza and carried unanimously.

**The Resolution is as follows:**

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**IX. Consideration and Discussion regarding the status of the SH 550 Project and the Olmito Expansion Project**

Mr. Pete Sepulveda, RMA Coordinator gave a status report of the SH 550 Project and the Olmito Expansion Project.

Director Garza moved to acknowledge the status on the SH 550 Project and the Olmito Expansion Project. The motion was seconded by Director Alvarez and carried unanimously.

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**X. Consideration and Approval of Supplemental Work Authorization No. 4 to Work Authorization No. 7 for the West Parkway Study**

Mr. Richard Ridings with HNTB, introduced this item to the Board and explained to them the purpose of Supplemental Work Authorization No. 4 to Work Authorization No. 7 for the West Parkway Study

Director Scaief moved to approve Supplemental Work Authorization No. 4 to Work Authorization No. 7 for the West Parkway Study. The motion was seconded by Director Alvarez and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**XI. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 23 for the Olmito Switchyard Project**

Mr. Richard Ridings with HNTB, introduced this item to the Board and explained to them purpose of Supplemental Work Authorization No. 3 to Work Authorization No. 23 for the Olmito Switchyard Project.

Director Alvarez moved to approve Supplemental Work Authorization No. 3 to Work Authorization No. 23 for the Olmito Switchyard Project. The motion was seconded by Director Garza and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**XII. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 25 for the Port Entrance Road Project**

Mr. Richard Ridings with HNTB, introduced this item to the Board and explained to them purpose of Supplemental Work Authorization No. 1 to Work Authorization No. 25 for the Port Entrance Road Project.

Director Alvarez moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 25 for the Olmito Switchyard Project. The motion was seconded by Director Garza and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**XIII. Consideration and Approval of Work Authorization No. 27 for the East Loop Pass Through Finance Application**

Mr. Richard Ridings with HNTB, explained to the Board the purpose of Work Authorization No. 27 for the East Loop Pass Through Finance Application.

Director Scaief moved to approve the Work Authorization No. 27 for the East Loop Pass Through Finance Application. The motion was seconded by Director Garza and carried unanimously.

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## **EXECUTIVE SESSION**

Director Alvarez moved to go into Executive Session, the motion was seconded by Director Garza and carried unanimously, the Board met in Executive Session at 12:23 P.M. to discuss the following matters:

**XIV. Executive Session:**

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**
- B. Deliberation regarding real property concerning acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

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Upon motion by Director Scaief seconded by Director Garza and carried unanimously, the Board reconvened into Regular Session at 12:36 P.M. to discuss the following matters:

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**XV. ACTION RELATIVE TO EXECUTIVE SESSION:**

- A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**

Upon motion by Director Scaief, seconded by Director Garza and carried unanimously, these items were **TABLED**.

- B. Deliberation regarding real property concerning acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

Upon motion by Director Alvarez, seconded by Director Garza and carried unanimously, the Board approved acquiring Parcel 9 for the West Rail Project at \$11,000.00 an acre.

**XVI. ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Scaief, seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:39 P.M.

**APPROVED** this 13<sup>th</sup> day of April, 2010.

  
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**CHAIRMAN DAVID E. ALLEX**

**ATTESTED:**

  
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**SECRETARY RUBEN GALLEGOS, JR.**

**III. CONSIDERATION ON APPROVAL OF REVENUE AND  
EXPENDITURE REPORT AND FINANCIALS FOR THE  
MONTH OF FEBRUARY 2010**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Net Assets

2/28/2010 \*\* UNAUDITED

<b>Assets:</b>		<u>2010</u>
Current assets:		
Cash and cash equivalents		\$ 713,210
Accounts Receivable		-
Due from other agencies		<u>259,336</u>
Total current assets		<u>972,546</u>
Capital Assets: CWIP		
Prep Public Inv. Plan	-	
SPI 2nd. Causeway	1,408,835	
West Loop	1,366,348	
West Rail Relocation	-	
East Loop	-	
Port Spur	434,920	
SPI 2nd. Access, Eng., Env.	98,671	
West Parkway	61,573	
State Highway 550	446,649	
Construction work in progress		<u>3,816,995</u>
<b>Total assets</b>		<u><u>\$ 4,789,541</u></u>
<b>Liabilities:</b>		
Current liabilities:		
Accounts payable		\$ -
Due to other Entities		250,000
Deferred Revenue		1,213
Due to TxDot		<u>2,873,854</u>
Total current liabilities		<u>3,125,067</u>
<b>Total liabilities</b>		<u>3,125,067</u>
<b>Net assets:</b>		
Contributed Capital		-
Aid from Other Govt./TxDot		-
Net Assets		<u>1,664,475</u>
<b>Total net assets</b>		<u>1,664,475</u>
<b>Total liabilities and net assets</b>		<u><u>\$ 4,789,541</u></u>

**CAMERON COUNTY REGIONAL MOBILE AUTHORITY  
AS OF 02/28/2010**

Statements of Revenues & Expenditures    \*\* Unaudited

	<u>2010</u>	
<u>OPERATING REVENUES</u>		
RMA Fees	\$ 527,416	
Interlocal Revenue	-	
Interest Income	<u>1,011</u>	
TOTAL OPERATING REVENUES		\$ 528,427
<u>OPERATING EXPENSES</u>		
1100 Office Supplies	156	
Small Tools and Equipment	-	
Audit and Accounting	-	
Professional Services	180,527	
Travel	18,364	
Advertising	1,560	
Bonds	-	
Education & Training	-	
Aid to other Governments	-	
Contractual	<u>22,583</u>	
TOTAL OPERATING EXPENSES		223,191
<u>DEVELOPMENT PROGRAMS</u>		
1102 Strategic Plan Development	-	
1103 Public Involvement & Outreach	-	
1108 West Rail Relocation	44,164	
North Rail Relocation	-	
1111 East Loop Project	-	
RFI-Comp Dev Agree	-	
1123 Olmito Yard PS & E	<u>153,820</u>	
TOTAL NON CWIP EXPENDITURES		<u>197,985</u>
CHANGE IN NET ASSETS		107,250
TOTAL NET ASSETS - Beginning of Year		<u>1,557,224</u>
TOTAL NET ASSETS - End of Year		<u><u>\$ 1,664,475</u></u>

**Cash Disbursement Journal By GL**

From 02/01/2010 To 02/28/2010

1006660

<u>Fund Dept</u>	<u>Lnltm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Fund Total</u>	<u>Amount</u>
REGIONAL MOBILITY AU										
110 110	6050	0000154347	CAMERON COUNTY IMPREST FUND	00233576	02/12/2010	02/11/2010	P146501	DALLAS 1/19		1,054.60
110 110	6050			00233576	02/12/2010	02/11/2010	P144159	DALLAS 11/10		1,074.00
110 110	6050			00233576	02/12/2010	02/11/2010	P143578	SAN ANTON.10/28		327.20
110 110	6050			00233576	02/12/2010	02/11/2010	P144671	NEW ORLEANS11/30		1,262.80
110 110	6050			00233576	02/12/2010	02/11/2010	P144163	AUSTIN 11/9		742.40
110 110	6050			00233576	02/12/2010	02/11/2010		DALLAS 1/19/10		100.00
110 110	6050			00233576	02/12/2010	02/11/2010		1/19 DALLAS		567.80
110 110	6050			00233576	02/12/2010	02/11/2010	P144668	AUSTIN 11/16		742.40
								<b>Check Total</b>		5,871.20
110 110	6050			00234361	02/25/2010	02/25/2010	P146655	8151 SILVA		1,141.80
								<b>Check Total</b>		1,141.80
110 110	6050	0000166064	GARCIA,DAVID	00233256	02/03/2010	02/03/2010		AUSTIN 1/26/10		677.82
								<b>Check Total</b>		677.82
110 110	6050			00234318	02/22/2010	02/22/2010		WASHINGTON D.C.		171.75
								<b>Check Total</b>		171.75
110 110	6050	0000169569	JPMORGAN CHASE BANK	00234321	02/22/2010	02/22/2010		533893		9.20
110 110	6050			00234321	02/22/2010	02/22/2010		123995		160.00
110 110	6050			00234321	02/22/2010	02/22/2010		124134		25.00
								<b>Check Total</b>		194.20
110 110	6050	0000169571	VEGA,DYLBIA JEFFERIES	00234330	02/22/2010	02/22/2010		AUSTIN 2/1		622.20
								<b>Check Total</b>		622.20
110 110	6082	0000154776	BETANCOURT,BLANCA	00233561	02/12/2010	02/11/2010		<b>Line Item Total</b>		8,678.97
								FEB CONTRACT		400.00
110 110	6082	0000089010	GALARZA,MARTHA	00233649	02/12/2010	02/11/2010		<b>Check Total</b>		400.00
								FEB CONTRACT		600.00
110 110	6082	0000166064	GARCIA,DAVID	00233652	02/12/2010	02/11/2010	P146100	<b>Check Total</b>		600.00
								MARCH LEASE		2,083.33
110 110	6082	0000119900	ROBLES,MARIA A	00233822	02/12/2010	02/11/2010		<b>Check Total</b>		2,083.33
								FEB CONTRACT		300.00
110 110	6082	0000166843	SAENZ,PERLA J	00233838	02/12/2010	02/11/2010		<b>Check Total</b>		300.00
								FEB CONTRACT		300.00
110 110	6082	0000127024	SEPULVEDA,PETE	00233851	02/12/2010	02/11/2010	P146101	<b>Check Total</b>		300.00
								FEB CONTRACT		2,083.33

Cash Disbursement Journal By GL

From 02/01/2010 To 02/28/2010

1101100

<u>Fund Dept</u>	<u>Lnltm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
110 110	6082	0000155472	VEGA,DYLBIA JEFFERIES	00233907	02/12/2010	02/11/2010		Check Total FEB CONTRACT	2,083.33 1,000.00
								Check Total	1,000.00
								Line Item Total	6,766.66
								Dept. Total	15,445.63



Cash Disbursement Journal By GL

From 02/01/2010 To 02/28/2010

1101108

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
WEST RAILROAD RELOC									
110 1108	6082	0000160653	HNTB CORP	00234320	02/22/2010	02/22/2010	P145292	48-40619-PL-008	11,004.99
Check Total									11,004.99
Line Item Total									11,004.99
Dept. Total									11,004.99

Cash Disbursement Journal By GL

From 02/01/2010 To 02/28/2010

1101121

<u>Fund Dept</u>	<u>LnItm</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
SH 550									
110 1121	6082	0000169526	TEXAS DEPARTMENT OF TRANSPORTA	00233280	02/03/2010	02/03/2010	P147243	SH 550 TOLL/1ST	446,649.13
								Check Total	446,649.13
								Line Item Total	446,649.13
								Dept. Total	446,649.13

Cash Disbursement Journal By GL

1101123

From 02/01/2010 To 02/28/2010

<u>Fund Dept</u>	<u>LnItem</u>	<u>PEID</u>	<u>Vendor Name</u>	<u>Check #</u>	<u>Check Date</u>	<u>Post Date</u>	<u>PO #</u>	<u>Invoice #</u>	<u>Amount</u>
OLMITO YARD PS&T									
110 1123 6082	0000161953			00234332	02/22/2010	02/22/2010	P147946	OLMITO SWITCHYR	12,667.00
								Check Total	12,667.00
								Line Item Total	12,667.00
								Dept. Total	12,667.00

**IV. CONSIDERATION ON APPROVAL OF PERMIT AND  
EASEMENT AGREEMENT BETWEEN CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY AND  
IRRIGATION DISTRICT NO. 6 FOR THE WEST RAIL  
PROJECT**

**CAMERON COUNTY IRRIGATION DISTRICT NUMBER SIX**  
**32343 F. M. 803**  
**P. O. Box 295**  
**LOS FRESNOS, TEXAS 78566**  
**PHONE (956) 399-7186 ~ FAX (956) 399-7213**

March 17, 2010

Mr. Pete Sepulveda, Jr.  
County Administrator  
1100 E. Monroe  
Brownsville, Texas 78521

Re: West Rail Relocation

Dear Mr. Sepulveda:

In reference to the West Rail Relocation Project, our District engineer, NRS Engineers, has tentatively approved the construction plans for the West Rail Bypass and the Railroad Street Relocation south of Olmito, Texas.

I will be presenting this project to the District's Board of Directors for its approval in order that a Permit and Easement Agreement can be issued to the County. A permit fee in the amount of \$15,000.00 will be charged to the County for this project, which must be submitted to the District before any work can be done by the District in preparation of the required documents.

Upon receipt of the above mentioned permit fee, and approval of the project by the Board of Directors, the required documents will be prepared and forwarded to the County for its execution.

Take notice that no construction work is to be done on the District's Main Canal at any time until all the plans and documentation have been approved by the Board of Directors of Cameron County Irrigation District No. 6.

Under no circumstances will the District's Main Canal ever be shut down for construction of these structures. A bypass (as specified by the District) must be provided to keep the water flowing at all times. The date for construction of this project must be coordinated with the District.

Should you have any questions, feel free to call me.

Sincerely,



Frank Ruiz  
General Manager

**V. CONSIDERATION AND POSSIBLE ACTION ON  
INTERLOCAL AGREEMENT WITH CENTRAL TEXAS  
REGIONAL MOBILITY AUTHORITY FOR TOLL  
TRANSACTION PROCESSING SERVICES**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into effective as of the 27th day of January, 2010, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "CTRMA") and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY ("CCRMA"), political subdivisions of the State of Texas (collectively, the "Parties").

### WITNESSETH:

**WHEREAS**, the CTRMA 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.* (the "RMA Rules"); and

**WHEREAS**, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the RMA Act and Sections 26.1 *et seq.* of the RMA Rules; 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 CCRMA is in need of toll collection processing and toll systems implementation equipment and services related to the SH 550 Toll Project and future CCRMA toll projects; and

**WHEREAS**, CCRMA is a party to a Financial Assistance Agreement with the Texas Department of Transportation ("TxDOT") which will provide to CCRMA \$36,494,200 in funding through the American Recovery and Reinvestment Act of 2009 ("ARRA") for certain costs of the SH 550 Toll Project, including the cost of toll collection systems equipment and installation; and

**WHEREAS**, CCRMA previously issued an RFI, a copy of which is attached as Attachment "A", seeking expressions of interests and proposals from other Texas toll authorities interested in providing toll collection processing services and services related to acquisition and installation of toll collection equipment; and

**WHEREAS**, the CTRMA previously entered into a Toll Systems Implementation and Maintenance Agreement with Caseta Technologies ("Caseta") for the provision of toll systems implementation, equipment, and maintenance services (the "Caseta Contract"), and the CTRMA, independently and by and through its consultants, has the expertise and infrastructure required to provide toll collection processing and toll systems implementation services in connection with toll projects; and

**WHEREAS**, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of Caseta by and through the Caseta Contract; and

**WHEREAS**, the Parties have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll collection processing and toll systems implementation equipment and services to the CCRMA.

**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 or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

## **II. ACTIONS**

1. **Provision of Services.** Subject to the terms of this Agreement, the CCRMA shall utilize the resources of the CTRMA and/or its consultants, including the resources and services provided under the Caseta Contract, in connection with the acquisition of toll collection equipment and the provision of toll collection processing and toll systems implementation services on CCRMA toll projects. The general Scope of Work to be provided by the CTRMA is set forth in Attachment "B", and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment "C".

2. **Toll System Implementation Cost and Payment.** The CTRMA shall design, acquire, install, test and maintain the toll collection system and complete the tasks described in Attachments "B" and "C". Further detail concerning the technical specifications for lane configurations and gantry design are attached as Attachments "D" and "E", respectively. The cost to CCRMA for specific services and equipment, and the cost of the entire toll system required to collect and process tolls on SH 550 and other CCRMA facilities, shall not, without the prior written consent of CCRMA, exceed the costs provided in Attachment "F". The CCRMA shall pre-approve all purchases of toll system equipment, hardware and software. Upon receipt of ordered equipment, hardware and software, CTRMA shall invoice the CCRMA with no more than 10% markup for processing and handling. Title to all equipment, hardware and software purchased by CCRMA through CTRMA and/or its consultants shall vest in CCRMA, and CCRMA shall retain possession of such equipment, hardware and software upon termination of this Agreement. Labor, material and expense costs for CTRMA and their subcontractors shall be invoiced to CCRMA on a monthly basis. Labor rates shall be based upon the current contracted rates for all subcontractors and on the actual costs of CTRMA personnel



(Base Salary ÷ 2080). Material and expense costs shall be based on the actual costs incurred and invoiced with a 5% markup.

**3. Schedule for Toll Systems Implementation.** The parties acknowledge and agree that completing the work required under this Agreement and commencing toll revenue collection in a timely manner is of critical importance to CCRMA. A schedule for the implementation process is attached hereto as Attachment "G". CTRMA agrees to require, through any subcontracts, work authorizations, or other directives to its contractors and subcontractors, including without limitation Caseta, that work be completed in a timely manner and that, if determined to be appropriate in consultation with CCRMA, penalties be assessed day for each day of delay beyond the scheduled completion date that the system does not operate in a fully functional manner. Such penalties, if any, shall be paid to CCRMA to compensate for lost toll revenues attributable to the delayed completion.

**4. Performance Measures.** The toll system being installed and operated pursuant to this Agreement is identical in form and function to the system in place on CTRMA facilities, and is functioning as an expansion of the system installed, operating and being maintained under the Caseta Contract. As such, CTRMA shall assure, through its agreements with Caseta and other of its subcontractors, that the same performance measures are established and maintained (including penalties for non-compliance) for the system operating on SH 550 and other CCRMA facilities as are applicable to CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA's behalf, and CTRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of CCRMA. Any amounts due for non-compliance shall be collected by CTRMA and promptly remitted to CCRMA. CCRMA shall have the right to independently audit system performance at any time in addition to audit rights which may exist and be enforced by CTRMA through the Caseta Contract.

**5. Payment.** Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority  
301 Congress Avenue, Suite 650  
Austin, TX 78701  
Attn: Chief Financial Officer

Cameron County Regional Mobility Authority  
1100 E. Monroe  
Brownsville, Texas 78521  
Attn: RMA Coordinator

### **III. GENERAL AND MISCELLANEOUS**

**1. Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding

the foregoing, either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection equipment, system, and services to be provided and operated in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice.

**2. Prior Written Agreements.** 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.

**3. 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.

**4. 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.

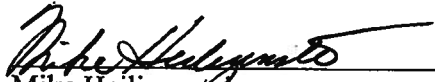
**5. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**6. 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.

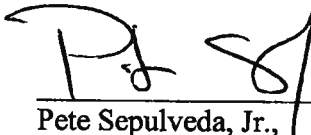
**7. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding 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.

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By:   
Mike Heiligenstein,  
Executive Director

**CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY**

By:   
Pete Sepulveda, Jr.,  
RMA Coordinator

**VII. CONSIDERATION AND APPROVAL OF RESOLUTION  
SUPPORTING THE BETWEEN CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY'S SUBMITTAL OF  
A PASS THROUGH FINANCE APPLICATION TO THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR TH  
EAST LOOP PROJECT**

STATE OF TEXAS           §  
COUNTY OF CAMERON §

## RESOLUTION

**BE IT REMEMBERED**, that on the 30<sup>th</sup> day of March, 2010 at a meeting of the RMA Board Directors, the following Resolution was Offered and Adopted, to wit:

**WHEREAS**, the 78<sup>th</sup> Texas Legislature passed HB 3588 authorizing the Texas Department of Transportation (TxDOT) to enter into an agreement with a public entity that provides for the payment of pass-through financing to a public entity as reimbursement for the construction, maintenance, or operation of a toll or non-toll facility on the state highway system by the public entity, and;

**WHEREAS**, the Texas Transportation Commission has adopted rules regarding the policies and procedures governing the department's implementation of the pass-through financing program, and;

**WHEREAS**, the Regional Mobility Authority has identified a project suitable for development under TxDOT's pass-through financing program, identified as East Loop Project and the CCRMA is committed to working in partnership with Cameron County and the City of Brownsville to take this project to the construction phase;

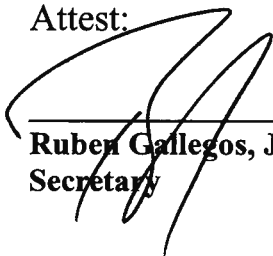
**WHEREAS**, this project is in support of the Cameron County Regional Mobility Authority's strategic plan, and the Brownsville MPO Plan.

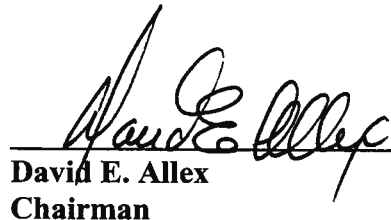
**WHEREAS**, CCRMA wants to insure that its state highway transportation and safety needs are addressed in a timely manner.

**NOW, THEREFORE, BE IT RESOLVED** that the Chairman of the CCRMA is authorized to submit a pass-through financing application to the Texas Department of Transportation incorporating these needed state system projects, and that the CCRMA requests the Texas Transportation Commission's timely review and approval of the CCRMA's program of pass-through financing projects. CCRMA will work with Cameron County and the City of Brownsville to make this project a reality.

**PASSED AND APPROVED** by the CCRMA, on this the 30<sup>th</sup> day of March, 2010 in Cameron County, Texas.

Attest:

  
\_\_\_\_\_  
Ruben Gallegos, Jr.  
Secretary

  
\_\_\_\_\_  
David E. Alex  
Chairman

**VIII. RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS; IN AN AMOUNT NOT TO EXCEED \$30,000,000.00; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; RATIFYING THE TRANSPORTATION PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO**

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Exhibit F:	Pricing Certificate

**RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$30,000,000; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; RATIFYING THE TRANSPORTATION PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY:

#### **ARTICLE I RECITALS**

WHEREAS, the County petitioned the Texas Transportation Commission (the "Commission") for authorization to create the Cameron County Regional Mobility Authority (the "Authority") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on September 30, 2004; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the County, pursuant to Section 502.1725, Texas Transportation Code, adopted an order authorizing the adoption and implementation of an Optional Vehicle Registration Fee initially in the amount of \$5.00, subsequently increased to \$10.00 effective January 1, 2009 (the "Vehicle Fee"); and

WHEREAS, the Authorizing Law requires that the County remit the Vehicle Fee to the Authority to fund long-term transportation projects in the County; and

WHEREAS, the Authority and County have approved the Transportation Project and Pledge Agreement between the County and the Authority (the "Pledge Agreement"), pursuant to which the County agreed to continue to impose, collect and remit the Vehicle Fee for a period as long as the Bonds are Outstanding; and

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that it is in the Authority's best interest to issue its Vehicle Registration Fee Revenue Bonds (the "Bonds"), in one or more series, in the aggregate principal amount not to exceed \$30,000,000, for the purpose of financing the Project (defined herein) and secured by Pledged Revenues

(inclusive of the Vehicle Fee) through an Indenture of Trust (the "Indenture") by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), dated as of April 1, 2010, all pursuant to the authority provided in Chapter 370, Texas Transportation Code, and Chapters 1201, 1202, 1204 and 1371, Texas Government Code, and upon the terms and conditions and for the purposes herein provided; and

WHEREAS, to facilitate the issuance of the Bonds, the Authority shall appoint and delegate certain responsibilities to a Pricing Committee (defined herein), which shall determine the date, interest rates, interest payment dates, principal payment dates, redemption features, form of bonds, principal amount of each series of Bonds, series designation, the amount to mature each year, and other matters, all as further detailed herein; and

WHEREAS, the Authority is also authorizing the execution and delivery of that certain Indenture and such other documents necessary for the issuance of the Bonds; and

WHEREAS, the Board desires to issue the Bonds in accordance with the requirements of the Indenture and to authorize the execution and delivery of such certificates, agreements, instruction, letters and other instruments as may be necessary or desirable in connection therewith;

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

## ARTICLE II

### DEFINITIONS AND INTERPRETATIONS

Section 2.1 Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

"Annual Filing Date" shall mean the date not later than six months after the end of the Fiscal Year, commencing with the fiscal year ending 2010.

"Annual Financial Information" shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings "TABLE 1 – VEHICLE REGISTRATION AND VEHICLE REGISTRATION FEE HISTORY," "TABLE 2 – PRO FORMA DEBT SERVICE REQUIREMENTS," "TABLE 3 – PRO FORMA DEBT SERVICE COVERAGE," "TABLE 4 – CONDENSED OPERATING STATEMENTS OF THE AUTHORITY," "TABLE 5 – CURRENT INVESTMENTS" and in Appendix B of the Official Statement.

"Accounting Principles" shall mean the accounting principles described in the notes to the Financial Statements as such principles may be changed from time to time to comply with State laws or regulations.

“Blanket Letter of Representations” shall mean the Blanket Letter of Representations between the Authority, the Paying Agent/ Registrar and DTC.

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

“Bond” or “Bonds” shall mean the Authority’s Vehicle Registration Fee Revenue Bonds, in one or more series, authorized by this Resolution and the Pricing Certificate.

“Business Day” shall mean any day which is not a Saturday, Sunday, or a day on which banking institutions in the city where the corporate trust office of the Trustee and the Paying Agent/ Registrar is located, which is initially Houston, Texas, are authorized by law or executive order to close, or a legal holiday.

“Co-Bond Counsel” shall mean Vinson & Elkins L.L.P., Austin and Houston, Texas and The Lucio Group, PLLC, Brownsville, Texas or such other nationally recognized bond counsel engaged by the Authority.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Depository” shall mean BBVA Compass or any successor designated as such by the Authority.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, with the web address [www.emma.msrb.org](http://www.emma.msrb.org).

“Federal Payments” shall mean cash payments from the United States Treasury equal to 35% of the interest payable on the Bonds that are Qualified Bonds.

“Financial Advisor” shall mean Estrada Hinojosa & Company, Inc. and any successor firm thereto engaged by the Authority.

“Financial Statements” shall mean the audited annual financial statements of the Authority prepared by an independent auditor.

“Fiscal Year” shall mean the year beginning each October 1 and ending the following September 30.

“Initial Bond” shall mean the Initial Bond authorized by Section 3.3 and as approved in final form by the Pricing Certificate.

“Indenture” shall mean the Indenture of Trust dated as of April 1, 2010 between the Authority and the Trustee.

“Interest Payment Date” shall mean, with respect to the Bonds, August 15, 2010 and each February 15 and August 15 thereafter until maturity or redemption.

“Issuance Date” shall mean the date on which each such Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Underwriters.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Official Statement” shall mean the final official statement authorized by the Board hereunder to be prepared and distributed in connection with the offering for sale of the Bonds.

“Parity Bonds” shall mean those obligations of the Authority authorized pursuant to Article V hereof.

“Paying Agent/Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.

“Pricing Certificate” shall mean the certificate executed by the Pricing Committee, which sets forth the final terms of the Bonds, in the form attached hereto as Exhibit F.

“Pricing Committee” shall mean Pete Sepulveda, Jr. and David Allex, who are authorized to act on behalf of the Authority in selling and delivering the Bonds, with the Vice Chair of the Board designated as an alternate.

“Project” shall mean the acquisition, construction and maintenance of any Authority project, as approved by the Authority from time to time, and related improvements.

“Project Costs” shall mean any costs associated with the Project that are authorized under the Authorizing Law to be paid with proceeds of the Bonds.

“Qualified Bonds” shall mean those Bonds with respect to which the Authority has made an irrevocable election to treat as “qualified bonds” under Section 54AA of the Code.

“Record Date” shall mean, for any Interest Payment Date, the first calendar day of the month next preceding each Interest Payment Date.

“Register” or “Bond Register” shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Resolution” or “Bond Resolution” shall mean this Resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Bonds, in one or more series and all amendments hereof and supplements hereto.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Tax Exempt Bond” shall mean any series or subseries of the Bonds, the interest on which is excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate.

“Taxable Bond” shall mean any series or subseries of the Bonds, the interest on which is not excludable from gross income for federal income tax purposes, as determined and set forth in the Pricing Certificate.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.

“Underwriters” shall mean, collectively, Citigroup Global Markets, Inc. and Morgan Keegan & Company, Inc.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

### ARTICLE III

#### TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed \$30,000,000 and shall be known and designated as “CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE BONDS”, issued in one or more series as designated in the Pricing Certificate. The Bonds shall be issued for the purpose of (i) paying the Project Costs, (ii) establishing a Debt Service Reserve Fund, and (iii) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date and Interest Payment Dates. The Bonds shall mature not later than February 15, 2040, shall be dated April 1, 2010 (the “Dated Date”) and shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates set forth in the Pricing Certificate from the later of the Issuance Date, as set forth in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable initially as set forth in the Pricing Certificate, and semiannually thereafter on February 15 and August 15 of each year until maturity or earlier redemption.

Section 3.3 Initial Bonds, Numbers and Denomination. The Bonds shall be initially issued in the principal amounts, and bearing interest at the rates set forth in the Pricing Certificate, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature, subject to prior redemption in accordance with this Resolution, on February 15 in each of the years and in the amounts set out in the Pricing Certificate. The Initial Bond shall be numbered I-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. IA-1, IB-1) and all other Bonds shall be numbered in sequence beginning with R-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. RA-1, RB-1). Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.4 Selling and Delivering the Bonds. As authorized by Chapter 1371, Texas Government Code, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including, without limitation, making an irrevocable election to treat a series of Bonds as "build America bonds" that are Qualified Bonds for all or any series or subseries of the Bonds, the number of series or subseries of Bonds to be issued and the principal amount of each series or subseries, determining the price at which each series or subseries of the Bonds will be sold, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for such series of Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, any mandatory sinking fund redemption provisions for the Bonds, the selection of the Bond Insurer or Reserve Fund Surety Provider, if any, and/or all other matters not expressly provided in this Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the Tax Exempt Bonds shall have a true interest cost of not greater than 5.75% per annum, and the Taxable Bonds shall have a true interest cost, after taking into account the Federal Payments, of not greater than 5.75% per annum;
- (ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the aggregate principal amount of the Bonds shall equal an amount sufficient to fund the Project Costs, all as set forth in the Pricing Certificate; and
- (iv) the Authority shall purchase a bond insurance policy or Reserve Fund Surety Policy only if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be certified in the Pricing Certificate.

Section 3.5 Approval, Registration and Initial Delivery. The Pricing Committee is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Pricing Committee, the Secretary

of the Board and other officials and employees of the Authority are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including the printed facsimile signature) as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of the State of Texas and the registration of the initial Bond of each series by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for her) shall be requested to sign manually the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon.

Section 3.6 Security for the Bonds and Deposit of Federal Payment.

(a) The Pledged Revenues, including the revenues from the Vehicle Fee, which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds.

(b) In the event the Pricing Committee determines to issue some or all of the Bonds as Taxable Bonds, the Pricing Committee is hereby further expressly authorized, acting for and on behalf of the Board if the Pricing Committee determines that it is in the best interest of the Authority, to make an irrevocable election to treat all or any portion of such Taxable Bonds as "build America bonds." The Pricing Committee is hereby further expressly authorized, acting for and on behalf of the Board, to make an irrevocable election pursuant to Section 54AA of the Code to treat such Taxable Bonds as Qualified Bonds and, thereby, receive direct payment of the credit provided in Section 6431 of the Code to the extent the Pricing Committee determines that it is in the best interest of the Authority to make such election with respect to all or any portion of the Taxable Bonds. In the event the Pricing Committee makes any such election or elections, the Pricing Committee is hereby expressly authorized, empowered and directed from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other instruments, whether or not herein mentioned, to carry out the terms and provisions of this Section 3.5(b), including but not limited to, the preparation and making of any filings with the Internal Revenue Service and the taking of any actions deemed necessary to obtain the Federal Payments and any other moneys from the United States that may be available to the Authority in connection with the Bonds.

(c) To the extent any of the Taxable Bonds are designated as "build America bonds" that are Qualified Bonds, the Authority shall use any Federal Payment as authorized by law, including depositing such Federal Payments into the Debt Service Fund or the applicable account therein relating to any Taxable Bonds.

Section 3.7 Execution of the Bonds. (a) The Bonds shall be signed on behalf of the Authority and by the Chairman of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) In the event that any officer of the Authority whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before



the delivery of such Bonds, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Authority, and has been registered by the Comptroller.

(d) On the Issuance Date, one Initial Bond, representing the entire principal amount of all the Bonds, payable in stated installments to the Underwriters, or their designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board of the Authority, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.12.

Section 3.8 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be payable, 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 the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

If the date for the payment of principal or interest on any Bond 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 originally due.

Section 3.9 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the

Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

**Section 3.10 Special Record Date.** If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date.

**Section 3.11 Ownership; Unclaimed Principal and Interest.** Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be remitted to the Authority except to the extent that they are required by law to be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

**Section 3.12 Book-Entry Only System.** (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.13 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the

Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

**Section 3.13 Successor Securities Depository; Transfer Outside Book-Entry Only System.** In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

**Section 3.14 Payments to Cede & Co.** Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in accordance with the Blanket Letter of Representations.

**Section 3.15 Registration, Transfer, and Exchange.** So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar

shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Bond so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond of like maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bonds in lieu of which such Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Authority.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date (including any Special Payment Date) or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.16 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled by the Paying Agent/Registrar and retained in accordance with the Paying Agent/Registrar's document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Bonds.

Section 3.17 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of

the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

The Authority or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar. The Authority or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the Authority and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.18 Redemption. The Bonds are subject to redemption in the manner provided in the FORM OF BONDS attached hereto as Exhibit A, as further revised in the Pricing Certificate.

Section 3.19 Limited Obligations. THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED

REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OF PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

## ARTICLE IV

### FORM OF BONDS

Section 4.1 Forms. The form of Bonds, including the form of the Paying Agent/Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Bonds to be initially issued, shall be substantially in the form of Exhibit A, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the Underwriters and provided in the Pricing Certificate:

Section 4.2 CUSIP Registration. The Authority may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor Co-Bond Counsel to the Authority are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

## ARTICLE V

### ADDITIONAL BONDS

Section 5.1 Additional Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any Bonds, any Parity Bonds or any obligation), one or more series of Additional Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Bonds and any previously issued Parity Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2 Subordinate Lien Obligations. The Authority reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the Parity Bonds. Such subordinate lien obligations may be further secured by any other source of payment lawfully available for such purposes.



## ARTICLE VI

### PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 6.1 Sale. The Bonds are hereby sold and shall be delivered to the Underwriters at a price to be set forth in the Pricing Certificate, all in accordance with the Bond Purchase Agreement, which is hereby approved in a substantially final form attached hereto as Exhibit D and is hereby approved by the Authority, subject to the approval of the Attorney General of Texas and Co-Bond Counsel. The Chairman and other appropriate officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

Section 6.2 Series 2010 Debt Service Reserve Account. For each series of Bonds to be issued, an account is hereby created to be under the Debt Service Reserve Fund in accordance with the Indenture. The proceeds deposited in such accounts are for the benefit of the Owners of the Bonds and are pledged to the payment thereof.

Section 6.3 Application of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the Trustee, be applied as follows:

(a) The Reserve Requirement shall be transferred into the Series 2010 Debt Service Reserve Fund Account and any subaccounts created thereunder as necessary;

(b) The Financial Advisor will receive a wire in an amount necessary to pay Costs of Issuance and the Financial Advisor will create an account for the benefit of the Authority and disburse such amounts as authorized by the Authority provided that, Costs of Issuance of the Taxable Bonds that are paid with proceeds of the Bonds may not exceed an amount equal to two percent of the sale proceeds of such Taxable Bonds; and

(c) The remaining proceeds of the Bonds will be transferred to the Depository for deposit into the Project Fund and used to pay any and all Project Costs; provided that any amounts paid from proceeds of any Taxable Bonds that are Qualified Bonds must be used for capital expenditures. Upon completion of the Project, surplus monies remaining in the Project Fund shall be transferred to the Debt Service Fund; provided that, any surplus moneys attributable to any Taxable Bonds issued as Qualified Bonds shall be used to redeem such Bonds in accordance with the terms contained therein.

## ARTICLE VII

### FEDERAL TAX COVENANTS

Section 7.1 Federal Income Tax Exclusion.

(a) *General*. The Authority intends that the interest on the Tax Exempt Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury Regulations (the "Regulations"). The Authority covenants and agrees not to take any

action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Tax Exempt Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations that are applicable to the Tax Exempt Bonds. In particular, the Authority covenants and agrees to comply with each requirement of this Section; provided, however, that the Authority will not be required to comply with any particular requirement of this Section if the Authority has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax Exempt Bonds; (ii) compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code and Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section.

(b) *No Private Use or Payment and No Private Loan Financing.* The Authority covenants and agrees that it will make such use of the proceeds of the Tax Exempt Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Tax Exempt Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Authority shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Tax Exempt Bonds are delivered, that the proceeds of the Tax Exempt Bonds will not be used in a manner that would cause the Tax Exempt Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) *No Federal Guarantee.* The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Tax Exempt Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) *No Hedge Bonds.* The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that if taken or omitted, respectively, would cause the Tax Exempt Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) *No Arbitrage.* The Authority covenants and agrees that it will make such use of the proceeds of the Tax Exempt Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Tax Exempt Bonds, and take such other and further action as may be required so that the Tax Exempt Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Authority shall certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Tax Exempt Bonds are delivered, that the proceeds of the Tax Exempt Bonds will not be used in a manner that would cause the Tax Exempt Bonds to be "arbitrage



bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) *Arbitrage Rebate.* If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the "gross proceeds" of the Tax Exempt Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Tax Exempt Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Tax Exempt Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issue of the Authority or moneys which do not represent gross proceeds of any bonds of the Authority, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Tax Exempt Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Tax Exempt Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Tax Exempt Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) *Information Reporting.* The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Tax Exempt Bonds are issued, an information statement concerning the Tax Exempt Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) *Record Retention.* The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Tax Exempt Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in a electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Tax Exempt Bonds by the Internal Revenue Service.

(i) *Registration.* The Tax Exempt Bonds will be issued in registered form.

(j) *Continuing Obligation.* Notwithstanding any other provision of this Bond Resolution, the Authority's obligations under the covenants and provisions of this Section will survive the defeasance and discharge of the Tax Exempt Bonds.

## ARTICLE VIII

### CONTINUING DISCLOSURE UNDERTAKING

Section 8.1 Annual Reports. The Authority agrees to provide Annual Financial Information in an electronic format to the MSRB on or before each Annual Filing Date. If not submitted as part of the Annual Financial Information, the Authority will provide the MSRB with the Financial Statements when and if available.

The Annual Financial Information to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents available to the public on EMMA or filed with the SEC.

Section 8.2 Material Event Notices. The Authority shall provide a notice to the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (g) Modifications to rights of holders of the Bonds;
- (h) Bond calls;
- (i) Defeasances;
- (j) Release, substitution, or sale of property securing repayment of the Bonds; and
- (k) Rating changes.

The Authority shall provide a notice to the MSRB, in a timely manner, of any failure by the Authority to provide Annual Financial Information in accordance with Section 8.1 by the Annual Filing Date.

Section 8.3 Notice of Change in Fiscal Year or Accounting Principles. If the Authority changes its Fiscal Year, it will provide notice of such change to the MSRB, including the dates of the new Fiscal Year and the new Annual Filing Date. The Authority shall provide such notice prior to the next Annual Filing Date, determined without regard to the change in Fiscal Year.

If the Authority changes the accounting principles under which the Financial Statements are prepared, it will provide notice of such change to the MSRB, including identification of the new accounting principles and such additional information as may be required under Rule 15c2-12.

All documents, reports, notices, statements, information and other materials provided to the MSRB under this Section shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Section 8.4 Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Authority remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give the notice of any deposit made in accordance with Texas law that causes the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided in this Section. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

The Authority may amend one or more provisions of this Section required to comply with any amendment to or interpretation of the Rule announced by the Securities and Exchange Commission from time to time by providing notice thereof to the MSRB.

In addition to any change made pursuant to Sections 8.3 and 8.4 above, the Authority may amend one or more provisions of this Section from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of principal payment of the Authority if (1) the Section, as so amended, would permit an underwriter to purchase or sell Bonds in an original primary offering in compliance with the Rule, taking into account such changed circumstances, and (2) either (a)

the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the Authority (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If any such amendment is made, the Authority will (1) provide notice thereof to the MSRB and (2) include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

## ARTICLE IX

### MISCELLANEOUS

Section 9.1 Authorization of Agreements. The Board hereby approves issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the following: the Indenture of Trust by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee, in the form attached hereto as Exhibit B; the Paying Agent/Registrar Agreement by and between the Authority and The Bank of New York Mellon Trust Company, N.A., in the form attached hereto as Exhibit C; and the Bond Purchase Agreement by and between the Authority and Citigroup Global Markets, Inc., as representative of the Underwriters, in the form attached hereto as Exhibit D (collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

Section 9.2 Ratification of Pledge Agreement. The Authority hereby ratifies the Pledge Agreement as previously entered into by the Authority and the County.

Section 9.3 Co-Bond Counsel; Appointment, Ratification and Acceptance. Vinson & Elkins L.L.P., Austin and Houston, Texas, and The Lucio Group PLLC, Brownsville, Texas, are hereby appointed to act as Co-Bond Counsel for the Bonds. The engagement of Vinson & Elkins L.L.P. is pursuant to the terms and provisions of the engagement letter by and between the Authority and such firm, which is hereby ratified by the Authority. Additionally, Vinson & Elkins L.L.P. is authorized to enter into an agreement with The Lucio Group PLLC and execute such agreement to engage such firm as Co-Bond Counsel on behalf of the Authority on substantially the same terms as the Vinson & Elkins L.L.P. engagement letter. The terms and provisions of such engagement letters are hereby approved and ratified.

Section 9.4 Offering Documents. The Board hereby authorizes and approves in connection with the sale of one or more series of the Bonds, the preparation and distribution of a Preliminary Official Statement, in substantially the form attached hereto as Exhibit E, and the Authority further authorizes the preparation and distribution of the Official Statement in substantially the same form (or in such amended form as presented to and approved by the Pricing Committee), containing such additional information and amendments as may be necessary to conform to the terms of the applicable series of Bonds, this Resolution, and the Pricing Certificate. The Preliminary Official Statement is hereby deemed "final" as of its date except for certain omissions as permitted under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 9.5 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of each series of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority's obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, the consent of any Bond Insurer or issuer of a Reserve Fund Surety Policy, Co-Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority's permanent records.

Section 9.6 Further Proceedings. The Chairman, Vice Chairman, Secretary, Assistant Secretary 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 intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 9.7 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 9.8 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 9.9 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 9.10 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Owners of the Bonds.

Section 9.11 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9.12 Changes to Resolution. The Authority's Executive Director is hereby authorized to make changes to the text of this Resolution if necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the Bonds herein authorized.

Section 9.13 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

*[Reminder of page intentionally left blank]*

PASSED AND APPROVED this 30<sup>th</sup> day of March, 2010.

By: \_\_\_\_\_

  
David E. Allex  
Chairman, Board of Directors

ATTEST:

By: \_\_\_\_\_

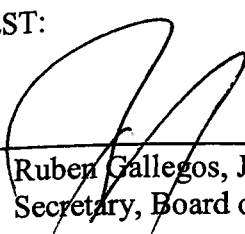
  
Ruben Gallegos, Jr.  
Secretary, Board of Directors

EXHIBIT A

FORM OF THE BONDS

(a) The Bonds shall be issued in substantially the following form, with such omissions, insertions and variations as may be permitted or required pursuant to the terms of the Resolution and the Pricing Certificate.

REGISTERED  
NUMBER R-\_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
VEHICLE REGISTRATION FEE REVENUE BONDS  
[TAXABLE]<sup>1</sup> SERIES 2010  
[(BUILD AMERICA BONDS – DIRECT PAYMENT)]<sup>1</sup>

INTEREST  
RATE:  
%

MATURITY  
DATE:  
February 15, 20\_\_

ISSUANCE  
DATE

CUSIP  
NUMBER

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS:

The CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "Authority"), a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and political subdivision of the State of Texas, for value received, promises to pay, but solely from certain Pledged Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated corporate trust offices of the Paying Agent/Registrar (the "Paying Agent/Registrar"), initially, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Pledged Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Issuance Date identified above, or the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on February 15 and August 15, beginning on August 15, 2010, mailed to the Registered Owner as shown on the books of registration kept by the Paying Agent/Registrar as of the first

<sup>1</sup> Insert as determined by the Pricing Certificate.



(1st) calendar day of the month next preceding each interest payment date, or by such other method acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the Registered Owner. All capitalized terms used in the Bond and not defined herein shall have the meaning ascribed thereto in the Indenture.

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OF PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF CAMERON COUNTY, TEXAS, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

THIS BOND, dated as of April 1, 2010, is one of a duly authorized series of Bonds aggregating \$[ ], issued for the purpose of (1) paying the Project Costs, (2) establishing a Debt Service Reserve Fund, and (3) paying Costs of Issuance, all under and pursuant to the authority of the Authorizing Law, and a resolution adopted by the Authority on [ ], 2010 (the "Resolution").

THIS BOND AND THE SERIES OF WHICH IT IS A PART are limited obligations of the Authority that are payable from, and are equally and ratably secured by, a lien on the Pledged Revenues, which include the Vehicle Fee, money on deposit in the Pledged Revenue Fund, the Debt Service Fund, and the Debt Service Reserve Fund, and interest earned on moneys deposited therein, as defined and more fully provided in the Indenture of Trust dated as of April 1, 2010 between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Indenture"). This Bond and the series of which it is a part and all other Parity Bonds, together with the interest thereon, are payable solely from such Pledged Revenues.

THE AUTHORITY RESERVES THE RIGHT to redeem Bonds maturing on or after February 15, [ ]<sup>2</sup>, in whole or in part from time to time, in integral multiples of \$5,000, on February 15, [ ]<sup>2</sup>, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the Authority shall determine the amounts and maturities thereof to be redeemed and, if less than all of the Bonds of a stated maturity are to be redeemed, the Authority shall direct the Paying Agent/Registrar to call by lot Bonds, or portions thereof within such maturity and in such principal amounts, for redemption.

[THE AUTHORITY RESERVES THE RIGHT and option to redeem the Taxable Bonds, in whole or part, in principal amounts equal to \$5,000 or any integral multiple thereof, before their respective maturity dates, at anytime on or after the occurrence of an Extraordinary Event, at a price equal to the greater of (a) the initial issue price (but not less than 100% of the principal amount) of the Taxable Bonds to be redeemed and (b) the sum of the present value of the

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<sup>2</sup> Insert as determined by the Pricing Certificate.

remaining scheduled payments of principal and interest to the stated maturity of the Taxable Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the redemption date, discounted to the redemption date on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate, plus one hundred (100) basis points, plus, in each case, accrued and unpaid interest to the redemption date on the Taxable Bonds to be redeemed. An "Extraordinary Event" will have occurred if a change has occurred to Section 54AA or 6431 of the Code (as such Sections were added by Section 1531 of the Recovery Act, pertaining to "Build America Bonds") pursuant to which the Federal Payments applicable to the Bonds are reduced or eliminated.]<sup>3</sup>

THE BONDS MAY BE REDEEMED IN PART ONLY IN INTEGRAL MULTIPLES OF \$5,000. A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of a Bond as though it were a single bond for purposes of selection for redemption. The Paying Agent/Registrar shall promptly notify the Authority in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

THE BONDS maturing in the years [ ]<sup>3</sup> (the "Term Bonds") are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:

TERM BONDS MATURING IN THE YEAR [ ]

Mandatory Redemption

Principal Amount

THE PARTICULAR TERM BONDS to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary random selection method, on or before the 45th day prior to the date on which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before January 1 of such year and which have not previously been made the basis for a reduction under this sentence.

UNLESS WAIVED BY THE OWNER, NOTICE OF ANY REDEMPTION shall be given at least thirty days prior to the date fixed for redemption by first class mail, addressed to the Registered Owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds Outstanding of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for

<sup>3</sup> Insert as determined by the Pricing Certificate.

redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

NOTICE OF REDEMPTION HAVING BEEN GIVEN as provided above, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date. If the Authority shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

ON OR BEFORE EACH REDEMPTION DATE, the Authority shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the applicable Series 2010 Debt Service Reserve Fund or otherwise received by the Paying Agent/Registrar from the Authority and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed. Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the designated corporate trust office of the Paying Agent/Registrar for Bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE AUTHORITY NOR THE PAYING AGENT/REGISTRAR shall be required to transfer or exchange any Bond during the period beginning on the fifteenth calendar day of the month next preceding any interest payment date and ending on the next succeeding interest payment date or to transfer any Bond called for redemption during the 30 day period prior to the redemption date.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE AUTHORITY HAS RESERVED THE RIGHT to issue Parity Bonds, subject to the restrictions contained in the Resolution and the Indenture, which may be equally and ratably

payable from, and secured by a first lien on and pledge of, the Pledged Revenues in the same manner and to the same extent as this Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond and all of the Parity Bonds by the creation of the aforesaid lien on and pledge of the Pledged Revenues as provided in the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed by the manual or facsimile signatures of the Chairman and the Secretary of the Board.

(AUTHENTICATION  
CERTIFICATE)

CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

(b) Form of Registration Certificate of Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
XXXXXXXXXXXXX  
Comptroller of Public Accounts of  
the State of Texas

(c) Form of Paying Agent/Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond is one of the Bonds referred to in the Bond Resolution described in the text of this Bond.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

By: \_\_\_\_\_

Authorized Signature

Date of Authentication: \_\_\_\_\_

(d) Form of Assignment

Assignment

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
(Please print or type name, address, and zip code of Transferee)

\_\_\_\_\_  
(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:  
\_\_\_\_\_

\_\_\_\_\_  
Registered Owner as shown on the face of  
this Bond in every particular, without any  
alteration, enlargement or change  
whatsoever.

NOTICE: Signature must be guaranteed by an  
institution which is a participant in the  
Securities Transfer Agent Medallion Program  
("STAMP") or similar program.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on February 15 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

(iii) the Initial Bond shall be numbered I-1.

**EXHIBIT B**

**INDENTURE OF TRUST**

**The executed version of this document may be found under tab 2 of this transcript**



**EXHIBIT C**

**PAYING AGENT/REGISTRAR AGREEMENT**

**The executed version of this document may be found under tab 7 of this transcript**

**EXHIBIT D**

**BOND PURCHASE AGREEMENT**

**The executed version of this document may be found under tab 8 of this transcript**

**EXHIBIT E**

**PRELIMINARY OFFICIAL STATEMENT**

**This document may be found under tab 9 of this transcript**

**EXHIBIT F**

**PRICING CERTIFICATE**

**The executed version of this document may be found under tab 6 of this transcript**

**X. CONSIDERATION AND APPROVAL OF  
SUPPLEMENTAL WORK AUTHORIZATION NO. 4 TO  
WORK AUTHORIZATION NO. 7 FOR THE WEST  
PARKWAY STUDY**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4**  
**WORK AUTHORIZATION NO. 7**  
**WEST PARKWAY STUDY**

This Supplemental Work Authorization No. 4 Work Authorization No. 7 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY") and HNTB Corporation (the "CONSULTANT").

**Part 1.** The CONSULTANT will provide the following services:

Develop Route and Environmental Studies for the AUTHORITY. The responsibilities of the CONSULTANT, schedule and fees are further detailed in Exhibits B, C and D.

**Part 2.** Without modification, the maximum amount payable under this Lump Sum Supplemental Work Authorization No. 4 Work Authorization No. 7 is hereby increased by **\$378,427.00** or from **\$1,570,625.00** to **\$1,949,052.00**. Exhibit D, providing details supporting the increased amount, is attached and hereby made part of Work Authorization No. 7.

**Part 3.** Payment to the CONSULTANT for the services established under this Supplemental Work Authorization No. 4 Work Authorization No. 7 shall be made in accordance with the Agreement.

**Part 4.** This Supplemental Work Authorization No. 4 Work Authorization No. 7 extends the termination date from June 30, 2010 to May 31, 2011, unless extended by an additional Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization No. 4 Work Authorization No. 7 does not waive the parties' responsibilities and obligations provided under the Agreement.

**Supplemental Work Authorization No. 4**  
**Work Authorization No. 7**

**Part 6.** This Supplemental Work Authorization No. 4 Work Authorization No. 7 is hereby accepted and acknowledged below.

**CONSULTANT:**

HNTB Corporation

By:   
Signature

Richard L Ridings, P.E., R.P.L.S.  
Printed Name

Vice President  
Title

3/30/10  
Date

**AUTHORITY:**

Cameron County Regional Mobility Authority

By:   
Signature

David E. Alley  
Printed Name

Chairman  
Title

3-30-10  
Date

**LIST OF EXHIBITS**

- Exhibit B – Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D – Fee Schedule

**XI. CONSIDERATION AND APPROVAL OF  
SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO  
WORK AUTHORIZATION NO. 23 FOR THE OLMITO  
SWITCHYARD PROJECT**



**Supplemental Work Authorization No. 3**  
**Work Authorization No. 23**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3**  
**TO WORK AUTHORIZATION NO. 23**  
UPRR Olmito Yard PS&E

This Supplemental Work Authorization No. 3 to Work Authorization No. 23 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

**Part 1.** The CONSULTANT will provide the following engineering services:

The responsibilities of the CONSULTANT are amended to include the efforts detailed in Exhibit B.

**Part 2.** The Lump Sum amount payable for services performed under this Supplemental Work Authorization No. 3 to Work Authorization No. 23 is **\$60,035.00** which increases the total amount payable from \$370,914.00 to \$430,949.00. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

**Part 3.** Payment to the CONSULTANT for the services is not amended with this supplement.

**Supplemental Work Authorization No. 3**  
**Work Authorization No. 23**

**Part 4.** This Supplemental Work Authorization No. 3 to Work Authorization No. 23 is effective as of March 4, 2010. No change is made to the termination date from August 31, 2010, with this Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization No. 3 to Work Authorization No. 23 does not waive the parties' responsibilities and obligations provided under the Agreement.

CONSULTANT  
HNTB Corporation

By: \_\_\_\_\_  
Signature

Richard L. Ridings, P.E.  
Printed Name

Vice President  
Title

Date

3/30/10

AUTHORITY:  
Cameron County Regional Mobility Authority

By: \_\_\_\_\_  
Signature

David E. Alex  
Printed Name

Chairman  
Title

Date

3-30-10

**LIST OF EXHIBITS**

- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

**XII. CONSIDERATION AND APPROVAL OF  
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO  
WORK AUTHORIZATION NO. 25 FOR THE PORT  
ENTRANCE ROAD PROJECT**

**Supplemental Work Authorization No. 1**  
**Work Authorization No. 25**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1**  
**WORK AUTHORIZATION NO. 25**  
Port Entrance Road

This Supplemental Work Authorization No. 1 to Work Authorization No. 25 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

**Part 1.** The CONSULTANT will provide the following engineering services:

The responsibilities of the CONSULTANT and the schedule are further detailed in Exhibits B, and C.

**Part 2.** The Lump Sum amount payable for services performed under this Supplemental Work Authorization No. 1 is **\$27,295.00**, which increases the total amount payable from \$157,214.00 to \$184,509.00. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

**Part 3.** This Supplemental Work Authorization No. 1 is effective as of March 30, 2010 and shall extend the terminate date to June 30, 2010, unless extended by an additional Supplemental Work Authorization.

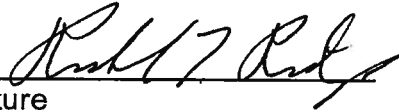
**Part 4.** This Supplemental Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the Agreement.

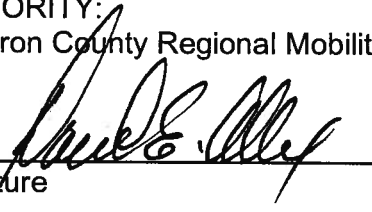
**Supplemental Work Authorization No. 1**  
**Work Authorization No. 25**

**Part 5.** This Supplemental Work Authorization No. 1 is hereby accepted and acknowledged below.

CONSULTANT  
HNTB Corporation

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

By:   
Signature

Richard L. Ridings, P.E., RPLS  
Printed Name

David E. Allex  
Printed Name

Vice President  
Title

Chairman  
Title

3/30/10  
Date

3-30-10  
Date

**LIST OF EXHIBITS**

- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

**XIII. CONSIDERATION AND APPROVAL OF WORK  
AUTHORIZATION NO. 27 FOR THE EAST LOOP PASS  
THROUGH FINANCE APPLICATION**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
General Engineering Consultant Services

**WORK AUTHORIZATION NO. 27**  
East Loop Pass Through Application

This Work Authorization No. 27 is made pursuant to the terms and conditions of the Base Contract, effective February 16, 2006, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY"), and HNTB Corporation (the "CONSULTANT").

**Part 1.** The CONSULTANT will provide the following engineering services:

Support the AUTHORITY in the review of the new requirements and revise the 2009 application, and submit to TxDOT no later than the May 11, 2010. The responsibilities of the AUTHORITY, the CONSULTANT and the schedule are further detailed in Exhibits A, B, and C.

**Part 2.** Without modification, the amount payable for services performed under this Lump Sum Work Authorization No. 27 is **\$18,164.00**. A fee schedule used to establish the amount payable is attached hereto as Exhibit D. The CONSULTANT may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit and reimbursable expenses.

Although the CONSULTANT recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the services or the project; (b) conditions under which the services are required to be performed; or (c) duration of the services, if a change in the schedule warrants such adjustment in accordance with the terms of this Agreement.

**Part 3.** Payment to the CONSULTANT for the services established under this Work Authorization No. 28 shall be made in accordance with the Agreement.

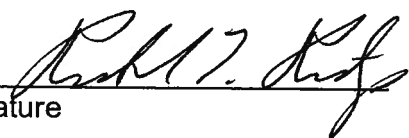
**Part 4.** This Work Authorization No. 27 is effective as of March 30, 2010 and shall terminate December 31, 2010, unless extended by a Supplemental Work Authorization.

Commerce Street Connection  
Work Authorization No. 27

**Part 5.** This Work Authorization No. 27 does not waive the parties' responsibilities and obligations provided under the Agreement.

**Part 6.** This Work Authorization No. 27 is hereby accepted and acknowledged below.

CONSULTANT  
HNTB Corporation

By:   
Signature

Richard L Ridings, P.E.  
Printed Name

Vice President  
Title

Date

3/30/10

AUTHORITY:  
Cameron County Regional Mobility Authority

By:   
Signature

David E. Allex  
Printed Name

Chairman  
Title

Date

3-30-10

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by the Authority
- Exhibit B - Services to be Provided by the Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule