

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

**RESOLUTION NO. 04-27**

WHEREAS, the Texas Transportation Code authorizes the creation of regional mobility authorities for the purposes of constructing, maintaining, and operating one or more transportation projects in regions of this state; and

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process of 46 Tex. Admin. Code § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA has been pursuing, since its inception, the development of its initial project, the proposed US 183-A turnpike in Williamson County; and

WHEREAS, the Board of Directors previously authorized CTRMA staff to develop a financial plan for funding the development of US 183-A; and

WHEREAS, the Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) established a federal credit program under which the U.S. Department of Transportation's (US DOT) Federal Highway Administration (FHWA) may provide federal credit assistance, including loans and lines of credit, to major transportation investments of critical or national significance; and

WHEREAS, the TIFIA loan program is a potential source of funding for the US 183-A project; and

WHEREAS, members of the Planning Committee and CTRMA staff have been gathering necessary materials and information to complete a TIFIA loan application for the US 183-A project, and have met with the FHWA officials who administer the TIFIA loan program; and

WHEREAS, the FHWA officials have encouraged the CTRMA to submit a TIFIA loan application for US 183-A; and


WHEREAS, pursuant to the Transportation Code §370.033 (j), TxDOT consent is required prior to submitting a TIFIA loan application;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes its staff to (i) seek TxDOT consent to submission by the CTRMA of a TIFIA loan application for US 183-A; (ii) upon receipt of such consent, submit the TIFIA loan application to the FHWA; and (iii) in connection with such submission to tender the required non-refundable \$30,000.00 application fee; and

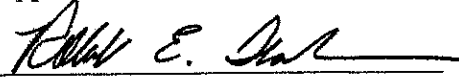
BE IT FURTHER RESOLVED, that any loan agreements or related documents, or any additional application, processing or service fees related to the TIFIA loan, must be presented to the Board of Directors for final approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2004.

Submitted and reviewed by:

  
\_\_\_\_\_  
C. Brian Cassidy  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Bob Tesch  
Chairman, Board of Directors  
Resolution Number 04-27  
Date Passed 6/30/04

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

**RESOLUTION NO. 04-28**

WHEREAS, the Texas Transportation Code authorizes the creation of regional mobility authorities for the purposes of constructing, maintaining, and operating one or more transportation projects in regions of this state; and

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process of 46 Tex. Admin. Code § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, following consultation between the predecessor to the CTRMA in the development of the US 183-A turnpike project and the U.S. Fish & Wildlife Service (USFWS), the USFWS issued a Biological Opinion concerning potential impacts of US 183-A on the golden-cheeked warbler; and

WHEREAS, the CTRMA is required to purchase golden-cheeked warbler environmental mitigation credits in connection with the development of US 183-A; and

WHEREAS, to meet that obligation the CTRMA may purchase credits from the Hickory Pass Ranch Conservation Bank, a source of mitigation credits approved by the USFWS; and


WHEREAS, the CTRMA is required to purchase 75.0 mitigation credits at a cost of \$5,250.00 per credit, for a total cost of \$393,750.00; and

WHEREAS, the CTRMA has previously received authorization from TxDOT to expend funds from the \$12.7 million toll equity grant for mitigation credits;

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Chairman or his designee to execute the "Golden-Cheeked Warbler Mitigation Credit Purchase Agreement" with Hickory Pass, L.P. in the form attached as "Attachment A"; and

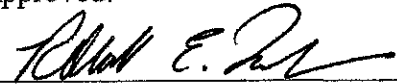
BE IT FURTHER RESOLVED, that upon execution of the Agreement, the Board directs CTRMA staff to tender a check in the amount of \$393,750.00 as consideration for the purchase of environmental mitigation credits.

Submitted and reviewed by:



C. Brian Cassidy  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Bob Tesch  
Chairman, Board of Directors  
Resolution Number 04-28  
Date Passed 6/30/04

# Attachment A

## GOLDEN-CHEEKED WARBLER MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (this "Agreement") is made by **Hickory Pass, L.P.**, a Texas limited partnership ("HP"), and **Central Texas Regional Mobility Authority ("CTRMA")**.

### BACKGROUND

- A. HP, in cooperation with U.S. Fish and Wildlife Service (the "Service"), has established the Hickory Pass Ranch Conservation Bank (the "Conservation Bank") for the preservation and protection of the Golden-cheeked Warbler ("GCW") – a federally listed endangered species.
- B. HP and the Service signed the Hickory Pass Ranch Conservation Bank Agreement (the "Conservation Bank Agreement"), effective April 1, 2002, that governs the Conservation Bank.
- C. The Conservation Bank Agreement provides for the creation of mitigation credits ("Mitigation Credits") that HP may sell to public or private parties seeking to mitigate the effects of their proposed projects on GCWs. Each Mitigation Credit shall be equivalent to one acre of GCW habitat that is acceptable by the Service for GCW mitigation.
- D. CTRMA is responsible for constructing, maintaining, repairing and operating transportation projects pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and Title 43, Part 1, Chapter 26 of the Texas Administrative Code.
- E. CTRMA is in the process of developing certain property in Williamson County as a turnpike, designated as US Highway 183A, and that development may have an adverse impact on GCWs.
- F. CTRMA (and/or its predecessor) and the Service have completed consultation under Section 7 of the Endangered Species Act and the Service has issued a biological opinion for the US 183A turnpike project.
- G. To satisfy the terms and conditions of the Service's biological opinion, CTRMA desires to purchase Mitigation Credits from HP and HP desires to sell Mitigation Credits to CTRMA.
- H. CTRMA is allowed to mitigate an adverse environmental impact pursuant to the RMA Act, and may purchase Mitigation Credits pursuant to Title 23 USC Section 133.

### AGREEMENT

IN CONSIDERATION of the premises above and other good and valuable consideration, HP and CTRMA agree as follows:

**1. Sale/Purchase of Mitigation Credits.** HP shall sell to CTRMA and CTRMA shall purchase from HP the following number of Mitigation Credits upon the terms and conditions below:

1.1. Number of Mitigation Credits. **75.0 Mitigation Credits** shall be sold by HP and purchased by CTRMA.

1.2. Purchase Price. The purchase price of the Mitigation Credits shall be **\$5,250 per Mitigation Credit**, for a total of \$393,750.00 (the "Purchase Price").

1.3. Closing. The closing of this transaction (the "Closing") shall be conducted as follows:

A. Closing Date. The date of Closing (the "Closing Date") shall be at the earlier of the following dates:

1. At a mutually acceptable time and date on or before August 2, 2004; or
2. At 10:00 a.m. on Monday, August 2, 2004.

B. Location. The Closing shall be held at a mutually acceptable location or, if no location is mutually acceptable, then at the offices of Ikard & Golden, P.C., 106 E. Sixth Street, Suite 500, Austin, Texas 78701.

C. Items Delivered. At Closing, HP shall deliver to CTRMA an Assignment of Mitigation Credits that is substantially similar to Exhibit F of the Conservation Bank Agreement as shown on Exhibit A attached to this Agreement and any other instruments reasonably requested by CTRMA to effectively vest in CTRMA all of HP's right, title, and interest in and to the Mitigation Credits. CTRMA shall deliver the Purchase Price in cash or other immediately available funds to HP.

**2. Representations and Warranties.** The following representations and warranties are made as of the effective date of this Agreement and the Closing Date and shall survive Closing:

2.1. HP's. HP represents and warrants that HP has full authority to enter into and perform its obligations under this Agreement and no other person or entity, including the Service, must approve or ratify this Agreement to be effective.

2.2. CTRMA's. CTRMA represents and warrants that CTRMA has full authority to enter into and perform its obligations under this Agreement and no other person, board, committee, council, or entity must approve or ratify this Agreement to be effective.

**3. General.**

3.1. Notice. Any notice or other communication given under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand with receipt acknowledged, (ii) on the next business day following confirmation of a fax transmission, or (iii) on the 5<sup>th</sup> day after deposit in the United States mail, registered or certified with postage prepaid, return receipt requested. Each notice shall be delivered using the following information:

To HP:

Hickory Pass, L.P.  
D.H. Johnston, General Partner  
1803 Brookhaven Drive  
Austin, Texas 78704  
Phone: (512) 472-4542  
Fax: (512) 472-3669

To CTRMA:

CTRMA  
Attn: Executive Director  
US 183-A Project Office  
13640 Briarwick Drive, Suite 200  
Austin, Texas 78729  
Phone: (512) 996-9778  
Fax: (512) 996-9784

3.2. Parties Bound. The terms and provisions of this Agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

3.3. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale and purchase of mitigation credits and no other agreement, statement, or promise made by any party, or to any employee, officer, partner or agent of any party, which is not contained in this Agreement, shall be binding or valid.

3.4. Modification. This Agreement is not subject to modification except in a writing signed by all parties and any attempted modification not in compliance with this requirement is void.

3.5. Further Assurances. HP and CTRMA shall cooperate to take and complete any other reasonable or necessary actions to fulfill the parties' intent as expressed by this Agreement.

3.6. Interpretation.

A. Headings. All titles, headings, and captions used in this Agreement have been inserted for reference purposes only and shall not in any way affect the meaning and interpretation of its provisions.

B. Gender, Tense. Pronouns, nouns, and terms used in this Agreement shall include the masculine, feminine, neuter, singular and plural forms wherever appropriate to the context.

C. Including. "Including" is used to list examples and is not used by way of limitation.

D. May. "May" is used to indicate that an action or inaction is permissible but not required.

E. No Presumption. This Agreement shall be deemed to be drafted equally by both parties after consultation with each party's attorney.

3.7. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be awarded attorney's fees and costs.

3.8. Multiple Originals. This Agreement is being executed as two original documents so that each party may have an original. Both documents shall be considered original and shall be interpreted as one and the same document.

3.9. Applicable Law. This Agreement shall be governed by and construed according to Texas law.

EXECUTED by each party on the date stated below its signature.

HP:

Hickory Pass, L.P.,  
A Texas limited partnership

By: [Signature]  
Name: D.H. Johnston  
Title: General Partner

Date: JUNE 25, 2004

CTRMA:

Central Texas Regional Mobility Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2004



## HICKORY PASS RANCH CONSERVATION BANK ASSIGNMENT OF MITIGATION CREDITS

THIS ASSIGNMENT OF MITIGATION CREDITS (this "Assignment") is made by **Hickory Pass, L.P.**, a Texas limited partnership (the "Owner"), for the benefit of **Central Texas Regional Mobility Authority** (the "Credit Purchaser").

### BACKGROUND

- A. The Owner entered into that certain Hickory Pass Ranch Conservation Bank Agreement (the "Agreement"), dated effective April 1, 2002, by and among the Owner and U.S. Fish and Wildlife Service ("USFWS").
- B. The Agreement provides for the Hickory Pass Ranch Conservation Bank and the creation and use of Mitigation Credits for mitigation by 3<sup>rd</sup> party credit purchasers.
- C. The Agreement also provides that USFWS will accept a Mitigation Credit purchased by 3<sup>rd</sup> party credit purchasers as the functional equivalent of 1 acre of off-site mitigation for adverse biological impacts to the Golden-Cheeked Warbler and their habitat caused by development.
- D. The Owner desires to sell and the Credit Purchaser desires to purchase Mitigation Credits for the purposes set forth in the Agreement.

### ASSIGNMENT

IN CONSIDERATION OF \$10 and other good and valuable consideration, the Owner and the Credit Purchaser agree as follows:

1. **Number of Credits.** The Owner hereby transfers and assigns to the Credit Purchaser the following number of Mitigation Credits: **75.0 (Seventy Five)**.
2. **Credit Purchaser.** The Credit Purchaser's name, address, and telephone number are:

**Central Texas Regional Mobility Authority  
US 183-A Project Office  
13640 Briarwick Drive, Suite 200  
Austin, Texas 78729  
Phone: (512) 996-9778  
Fax: (512) 996-9784**

3. **Project Name & Location.** The Mitigation Credits shall be used by the Credit Purchaser as mitigation for the following project and its location: **US 183A (Turnpike), Williamson County, Texas.**

Effective \_\_\_\_\_, 2004.

**OWNER:**

HICKORY PASS, L.P.,  
a Texas limited partnership

By: \_\_\_\_\_  
Name: D.H. Johnston  
Title: General Partner

**CREDIT PURCHASER:**

Central Texas Regional Mobility Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**RESOLUTION NO. 04-29**

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the US 183-A turnpike project was designated in the petition filed with TxDOT as the initial project to be developed by the CTRMA; and

WHEREAS, Williamson County (the "County") has committed to acquire a significant portion of the right-of-way ("ROW") for US 183-A; and

WHEREAS, a portion of that ROW is located within, and owned by, the City of Cedar Park ("City"); and

WHEREAS, the City is willing to transfer certain ROW within the City limits to the County (for eventual transfer to the CTRMA) subject to various terms and conditions; and

WHEREAS, the terms and conditions also require certain actions on the part of the CTRMA; and

WHEREAS, the CTRMA Board of Directors, in Resolution No. 04-22, previously authorized the execution of a form of interlocal agreement with the City and the County related to ROW for US 183-A; and

WHEREAS, through subsequent discussions among the City, the County, and the CTRMA, various changes have been made to the form of interlocal agreement previously approved by the board; and

WHEREAS, the revised terms and conditions agreed to among the County, the City, and the CTRMA are set forth in the interlocal agreement attached hereto as Attachment "A";


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the interlocal agreement attached hereto as Attachment "A", or an agreement in substantially similar form, providing for the transfer of ROW related to US 183-A and the performance of certain obligations by the CTRMA; and

BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such interlocal agreement, in the form attached hereto as Attachment "A", on behalf of the CTRMA; and

BE IT FURTHER RESOLVED, that any further revisions to Attachment "A" be reviewed and approved by the Executive Committee prior to execution on behalf of the CTRMA.

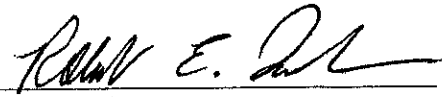
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2004.

Submitted and reviewed by:



\_\_\_\_\_  
C. Brian Cassidy  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



\_\_\_\_\_  
Bob Tesch  
Chairman, Board of Directors  
Resolution Number 04-29  
Date Passed 6/30/04

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into and effective this \_\_\_\_ day of June, 2004, by and between the CITY OF CEDAR PARK, TEXAS ("City"), a home rule municipal corporation of the State of Texas, WILLIAMSON COUNTY ("County"), a political subdivision of the State of Texas and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas (the "CTRMA").

### RECITALS

WHEREAS, the Texas Interlocal Cooperation Act allows public agencies to contract with one another to perform governmental functions and services;

WHEREAS, the City, the County and the CTRMA mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.011 regarding contracts to perform governmental functions and services;

WHEREAS, the City and the County desire to co-operate with the CTRMA to facilitate the construction of the proposed US Highway 183A turnpike project ("US 183A");

WHEREAS, the City has, throughout the years, acquired several tracts of land within the proposed alignment of US 183A, such tract being described via metes and bounds on Exhibit A attached hereto ("Right-of-Way Property");

WHEREAS, the County has assumed the responsibility of acquiring other portions of the right-of-way necessary for the construction of US 183A;

WHEREAS, the City now desires to transfer the Right-of-Way Property to the County for eventual transfer to the CTRMA conditioned upon compliance with the terms and conditions set forth herein.

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

1. The City agrees to transfer to the County the Right-of-Way Property described in Exhibit A, attached hereto and incorporated herein, subject to the conditions listed in this Agreement.
2. The County agrees to acquire all additional right-of-way within Cedar Park's corporate limits and extraterritorial jurisdiction necessary for the construction of US 183A, and to transfer such Right-of-Way Property to the CTRMA for the development of US 183A.

3. The parties agree that the document transferring the Right-of-Way Property from the City to the County shall include reversionary language stating that the Right-of-way Property shall revert to the City if the construction of the main lanes (excluding frontage roads) between FM 1431 south to Avery Ranch Boulevard is not commenced within three (3) years after execution of this Agreement. "Commenced" shall mean that a contract has been awarded for the construction of said main lanes (excluding frontage roads) from FM 1431 south to Avery Ranch Boulevard.
  
4. The County and the CTRMA further agree that the Right-of-Way Property shall revert to the City if, on or before the earlier of (a) the opening date for commercial operation of the proposed Multi-Purpose Event Center (MPEC) to be located at the southwest quadrant of proposed US 183A and FM 1431, or, (b) October 1, 2006, but in no event earlier than November 1, 2005 (the "Completion Deadline"), the CTRMA has not either:
  - (i) designed, constructed and achieved "substantial completion", at its sole cost and expense, of the western frontage road of US 183A between FM 1431 and the existing location of New Hope Road as of the effective date of this Agreement (the "Existing New Hope Road Location"), such western frontage road to be designed with three (3) lanes and opened to two-way traffic, or
  
  - (ii) designed, constructed and achieved "substantial completion", at its sole cost and expense, of two (2) lane eastern and western frontage roads of US 183A between FM 1431 and the Existing New Hope Road Location, such frontage roads to be connected with "Texas U-Turns" located near the intersection of US 183A and FM 1431 and US 183A and the future New Hope Road location as generally depicted in Exhibit B.

The foregoing obligation of the CTRMA is contingent upon the City acquiring and conveying to the County the right-of-way necessary for the western frontage road by October 1, 2004 (the "Western Frontage Road ROW Deadline"). In the event that the City does not timely acquire such right-of-way, the Completion Deadline shall be extended by the same number of days that the City exceeds the Western Frontage Road ROW Deadline. The County shall acquire the necessary right-of way for the eastern frontage roads and the Texas U-Turns at its expense and shall convey such right-of-way (and the western frontage road right-of-way) to the CTRMA. For purposes of this Agreement, "substantial completion" shall mean that the roadway is open to the public. Notwithstanding the foregoing, non-performance or delayed performance of the CTRMA's obligation shall be suspended upon the occurrence of an event of *Force Majeure*, provided that the CTRMA shall use its best efforts to give the City written notice of the event of *Force Majeure* within ten (10) business days of the occurrence thereof. Upon the occurrence of an event of *Force Majeure*, the Completion Deadline shall be

extended day-for-day for the duration of the event for a maximum of 730 days, after which this Agreement shall terminate and the Right-of-Way Property shall revert to the City unless otherwise agreed to by the parties. For purposes of this Agreement, "*Force Majeure*" means an act of terror committed within the United States of America that materially impairs the CTRMA's business operations; a prolonged and unforeseen strike, riot, or occurrence of civil disobedience that materially impairs the CTRMA's business operations; a prolonged and unforeseen shortage of fuel, labor, or material; delay related to or caused by a severe weather event, such as a tornado, a hurricane, or flooding; interruption of utilities; fire or other casualty; discovery of karst features and/or threatened or endangered species previously unknown to the CTRMA; or any other act of God beyond the CTRMA's reasonable control, which could not be avoided by the exercise of due care.

5. Contingent upon receiving title to the Right-of-Way Property, the CTRMA agrees to design and construct (or to cause to be constructed) the intersection of FM 1431 and US 183A to provide a grade-separated interconnectivity between FM 1431 and US 183A and access from all four quadrants of said intersection.
6. The City shall be responsible for all maintenance and operation obligations for the eastern and western frontage roads south of New Hope and within Cedar Park's corporate limits, provided that the City shall not grant or approve access points to the frontage roads in the "Control of Access" areas depicted on Exhibit B, and in the event ramp locations for US 183A depicted on Exhibit B are moved prior to the design and construction of US 183A, the City shall not grant access points within areas reasonably designated by the CTRMA as "Control of Access" areas. Nothing herein shall preclude the CTRMA from expanding either or both of the frontage roads if necessary, in the CTRMA's sole discretion, to accommodate traffic volumes or to improve safety.
7. In connection with the design and construction of US 183A and as an express condition of the City's transfer of the Right-of-Way Property, the CTRMA shall ensure that the City and its personnel and designees have reasonable, uninterrupted and non-tolled access to and from the City's existing wastewater reclamation plant and field operations south of Brushy Creek Road via Brushy Creek or Kent Lane as set forth on Exhibit C. However, the CTRMA shall bear reasonable costs of upgrading Kent Lane if the CTRMA denies the City access via Brushy Creek Road.
8. The CTRMA shall use reasonable efforts to minimize the extent of required utility relocations within the Right-of-Way Property and all other US 183A Right of Way throughout the City so as to avoid unnecessary utility relocation costs. As of the execution hereof, the CTRMA anticipates that only the utility relocations described on Exhibit D shall be necessary to accommodate construction of US 183A. The City shall use reasonable efforts to pursue its rights, if any, or to

assign to the CTRMA its rights, if any, and if assignable, under the City's existing utility franchise agreements, to cause necessary relocations within the Right-of-Way Property to be accomplished as expeditiously as possible and at the cost of the City's franchisees. Such rights, if any, will be strictly limited to facilitating utility relocation. The City and the CTRMA shall coordinate their respective efforts and work in good faith to pursue cooperative and cost-effective utility relocations. However, in no event shall the City incur or be responsible for utility relocation expenses in excess of \$200,000.00. Utility relocation expenses in excess of \$200,000.00 shall be the sole responsibility of the CTRMA. All City utilities, whether or not relocated, shall be allowed to remain in the US 183A Right of Way at no cost to the City. Subject to CTRMA's approval, any utilities may traverse the 183A Right of Way. Such approval shall not be unreasonably withheld.

9. Subject to the CTRMA's receipt of the Right-of-Way Property, the CTRMA shall design and construct (or cause to be constructed) a US 183A bridge over south Brushy Creek to accommodate the City's future extension of Little Elm Trail under the main lanes of US 183A.
10. A party may terminate the Agreement for breach of any provision of this Agreement after providing written notice of the alleged breach to the other parties and giving the party allegedly in breach not less than thirty (30) days to cure the alleged breach.
11. All notices, demands and requests, including invoices which may be given or which are required to be given by a party to the other parties, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to the parties at the addresses specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Section, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):



City of Cedar Park  
Attn: City Manager  
600 N. Bell Blvd  
Cedar Park, Texas 78613  
Phone: (512) 258-4121  
Fax: (512) 258-6083

Williamson County  
Attn: John Doerfler, County Judge  
710 Main Street, Suite 201  
Georgetown, Texas 78626  
Phone: (512) 943-1577  
Fax: (512) 943-1662

Central Texas Regional Mobility Authority  
Attn: Mike Heiligenstein, Executive Director  
13640 Briarwick Drive, Suite 200  
Austin, TX 78729  
Phone: (512) 996-9778  
Fax: (512) 996-9784

## 12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

12.2 Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

12.3 Assignment. Except as otherwise provided in this Agreement, a party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other party. Notwithstanding the foregoing, nothing in this Agreement shall preclude the CTRMA from contracting with third parties, through a comprehensive development agreement or other public-private partnership arrangement, for the development of US 183A in a manner which includes construction of items described as CTRMA obligations in this Agreement.

12.4 Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

12.5 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

12.6 Attorneys' Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the nonprevailing party, plus reasonable expenses.

12.7 Severability. The parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be in full force and effect.

12.8 Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Williamson County, Texas.

CITY OF CEDAR PARK, TEXAS

By: \_\_\_\_\_  
Bob Young, Mayor

WILLIAMSON COUNTY

By: \_\_\_\_\_  
John Doerfler, County Judge

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

By: \_\_\_\_\_  
Robert E. Tesch, Chairman  
CTRMA Board of Directors

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

**RESOLUTION NO. 04-30**

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects; and

WHEREAS, close scrutiny of CTRMA expenditures for goods and services, including those related to project development, is the responsibility of the Board of Directors and its designees through procedures the board may implement from time to time; and

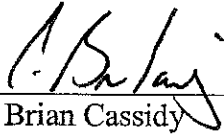
WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's accountant, to review invoices and approve disbursements; and

WHEREAS, the Executive Director, working with the CTRMA's accountant, has reviewed and authorized the disbursements listed on the disbursements report titled "Summary of Expenditures" from May 25, 2004 to June 25, 2004, included herewith as Attachment "A";

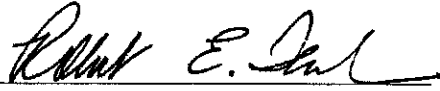
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Disbursements Report included as Attachment "A".

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of June, 2004.

Submitted and reviewed by:

  
\_\_\_\_\_  
C. Brian Cassidy  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Bob Tesch  
Chairman, Board of Directors  
Resolution Number 04-30  
Date Passed 06/30/04

**Attachment "A" to CTRMA Board Resolution No. 04-30  
Summary of Expenditures – 5/25/04 to 6/25/04**

**Checks Issued**

| <u>Vendor</u>                      | <u>Date</u> | <u>Check #</u> | <u>Description</u>                        | <u>Amount</u>        |
|------------------------------------|-------------|----------------|---|----------------------|
| Forkner, Cynthia L                 | 05/25/04    | 11078          | Administrative Asst Compensation          | \$ 381.61            |
| Chase Bank                         | 05/25/04    | 11079          | Payroll Taxes for Admin Asst              | 207.78               |
| Mike Heiligenstein                 | 05/25/04    | 11080          | Auto Allowance                            | 650.00               |
| Williamson County                  | 05/28/04    |                | ACH Debit Executive Director Compensation | 5,591.27             |
| Kennedy Reporting Service, Inc.    | 06/03/04    | 11081          | Board Meeting Minutes                     | 309.20               |
| Locke Liddell & Sapp LLP           | 06/03/04    | 11082          | Legal Fees                                | 21,836.09            |
| Pena, Swayze & Co, LLP             | 06/03/04    | 11083          | Accounting Fees                           | 3,701.25             |
| First Southwest Company            | 06/03/04    | 11084          | Consulting                                | 14,166.66            |
| HNTB Corporation                   | 06/03/04    | 11085          | Engineering                               | 753,971.76           |
| Locke Liddell & Sapp LLP           | 06/03/04    | 11086          | Legal Fees                                | 73,308.89            |
| Owen Consulting                    | 06/03/04    | 11087          | Review of engineering bills               | 3,000.00             |
| Prime Strategies, Inc.             | 06/03/04    | 11088          | Consulting                                | 300.00               |
| Williamson County                  | 06/08/04    |                | ACH Debit Executive Director Compensation | 5,591.26             |
| Kennedy Reporting Service, Inc.    | 06/09/04    | 11090          | Board Meeting Minutes                     | 432.30               |
| Round Rock Minuteman Press         | 06/09/04    | 11091          | Printing                                  | 2,516.34             |
| Chase Bank                         | 06/09/04    | 11092          | Payroll Taxes for Admin Asst              | 251.16               |
| Forkner, Cynthia L                 | 06/11/04    | 11089          | Administrative Asst Compensation          | 523.92               |
| Cingular Wireless                  | 06/11/04    | 11093          | Cell Phone-Heiligenstein                  | 5.28                 |
| Williamson County                  | 06/22/04    |                | ACH Debit Executive Director Compensation | 5,591.27             |
| AT&T Wireless                      | 06/23/04    | 11094          | Cell Phone-Heiligenstein                  | 564.33               |
| FormaDoc                           | 06/23/04    | 11095          | Open meeting postings                     | 90.00                |
| Greater Austin Chamber of Commerce | 06/23/04    | 11096          | Commuter Rail Tour                        | 80.00                |
| Johanna Zmud                       | 06/23/04    | 11097          | Reimbursed Expenses                       | 985.01               |
| Mike Heiligenstein                 | 06/23/04    | 11098          | Reimbursed expenses/auto allowance        | 840.35               |
| Round Rock Minuteman Press         | 06/23/04    | 11099          | Printing                                  | 484.20               |
| Chase Bank                         | 06/25/04    | 11100          | Payroll Taxes for Admin Asst              | 253.88               |
| Forkner, Cynthia L                 | 06/25/04    | 11101          | Administrative Asst Compensation          | 533.31               |
|                                    |             |                |   | <u>\$ 896,167.12</u> |

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

**RESOLUTION NO. 04-31**

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, pursuant to Chapter 370 of the Texas Transportation Code RMAs are authorized to pursue and develop a wide variety of transportation projects, including congestion management projects; and

WHEREAS, on October 16, 2003, the CTRMA Board of Directors approved Resolution No. 03-53 approving the entry into an interlocal agreement with Williamson County (the "County") providing for the transfer of funds directly to the CTRMA; and

WHEREAS, that agreement identified the funds to be transferred as coming from the County's "2000 General Obligation Road Bond Program" and restricted the use of the funds to expenditures exclusively for the development of US 183-A; and

WHEREAS, the County and the CTRMA have agreed that the transferred funds should instead originate from the County's general revenues and be able for use by the CTRMA for any lawful purpose; and

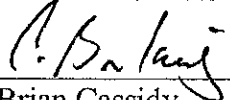
WHEREAS, the County and the CTRMA desire to amend the previous interlocal agreement accordingly;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the amendment to the interlocal agreement between Williamson County and the CTRMA as set forth in Attachment "A"; and

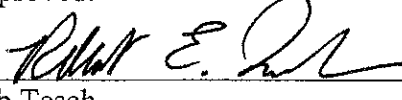
BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such amendment to the interlocal agreement in the form attached or in substantially similar form on behalf of the CTRMA.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June, 2004.

Submitted and reviewed by:

  
\_\_\_\_\_  
C. Brian Cassidy  
Legal Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Bob Tesch  
Chairman, Board of Directors  
Resolution Number 04-31  
Date Passed 6/30/04

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT**

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**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_ of \_\_\_\_\_, 2004, by and between WILLIAMSON COUNTY (the "County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), political subdivisions of the State of Texas.

**WITNESSETH:**

**WHEREAS**, effective as of September 30, 2003, the County and the Authority entered into an Interlocal Agreement providing for the transfer of \$300,000 from the County's 2000 General Obligation Road Bond Program to pay for various items related to the proposed US 183-A turnpike project; and

**WHEREAS**, the use of those proceeds were restricted to expenditures exclusively related to the development of the US 183-A turnpike project; and

**WHEREAS**, the County and the Authority have agreed that it would be advantageous for both parties if the funds made available by the County were not restricted exclusively to uses related to the US 183-A turnpike project, but instead are available for use by the Authority for any lawful purpose, including the development of US 183-A; and

**WHEREAS**, the County and the Authority desire to amend the Interlocal Agreement to reflect this desire;

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

**I.  
FINDINGS**

1. **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 County and the Authority has authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this Agreement will be in full force and effect when approved by each party.

**II.  
ACTIONS**

1. **Amendment to Previous Interlocal Agreement.** In light of the recitals set forth above, the Parties desire amend the Interlocal Agreement in the following respects:

A. The portion of the original Interlocal Agreement which provides as follows:

“WHEREAS, the County has previously set aside funds from the 2000 General Obligation Road Bond Program to pay for various items relating to the proposed US 183-A turnpike project; and”

shall be amended and replaced in its entirety with the following language:

“WHEREAS, the County desires to make available general revenue funds to assist the Authority in executing all lawful purposes of its operations, including without limitation the activities necessary for development of the US 183-A turnpike project; and”.

B. Section II, Paragraph 2, which currently reads as follows:

“2. Acceptance of Transfer. The Authority hereby accepts the transfers of said funds and pledges to utilize said funds exclusively for the development of the US 183-A turnpike project.”

is replaced in its entirety with the following:

“2. Acceptance of Transfer. The Authority hereby accepts the transfer of said funds and pledges to utilize said funds in pursuit of

the lawful business of the Authority, including without limitation, the development of the US 183-A turnpike project.”

**III.**

**GENERAL AND MISCELLANEOUS**

2. All other provisions of the Interlocal Agreement shall remain in full force and effect and shall not be affected or amended by this Agreement.

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

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
ROBERT TESCH, Chairman



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

**RESOLUTION NO. 04-32**

WHEREAS, the Texas Transportation Code authorizes the creation of regional mobility authorities for the purposes of constructing, maintaining, and operating one or more transportation projects in regions of this state; and

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process of 46 Tex. Admin. Code § 26.01 *et seq.* (the "RMA Rules"); and

WHEREAS, the CTRMA staff believes the ability to obtain a CTRMA business credit card for use by the Executive Director solely for CTRMA related expenses would increase efficiency in carrying out the normal business and operational activities of the authority, including without limitation necessary travel and ancillary expenditures related to CTRMA business; and

WHEREAS, CTRMA staff has obtained a preliminary approval from JP Morgan Chase Bank to establish a business credit card with a up to Fifty Thousand Dollar (\$50,000.00) line of credit contingent upon the execution of the JP Morgan Chase Bank "Corporate Borrowing Resolutions;" and

WHEREAS, the business credit card to be obtained pursuant to this resolution will have a maximum credit limit of Twenty Thousand Dollars (\$20,000.00), notwithstanding the bank authorization of a higher credit limit; and

WHEREAS, the CTRMA board has reviewed the "Corporate Borrowing Resolutions" attached as Exhibit A to this Resolution;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves obtaining a business credit card to be used solely by the Executive Director for normal CTRMA related business and operational expenditures, including without limitation travel and ancillary expenses, provided that such card shall have a maximum credit limit of \$20,000.00; and

BE IT FURTHER RESOLVED, that all expenditures incurred via the CTRMA business credit card shall be subject to review by the CTRMA's accountants and in accordance with established invoice review and approval procedures; and

BE IT FURTHER RESOLVED, that the board hereby grants the Chairman the authority to execute the "Corporate Borrowing Resolutions" attached as Exhibit A hereto; and

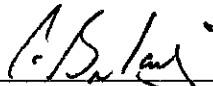
BE IT FURTHER RESOLVED, that upon execution of these resolutions, the board directs CTRMA staff to transmit the executed documents, along with a copy of this Resolution, to the

appropriate JP Morgan Chase Bank staff to facilitate obtaining the business credit card to be used for the purposes identified in this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of June 2004.

Submitted and reviewed by:

Approved:

  
\_\_\_\_\_  
C. Brian Cassidy  
Legal Counsel for the Central  
Texas Regional Mobility Authority

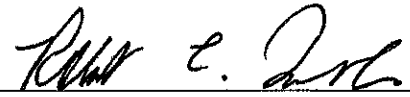
  
\_\_\_\_\_  
Bob Tesch  
Chairman, Board of Directors  
Resolution Number 04-32  
Date Passed 6/30/04

Exhibit A: "JP Morgan Chase Bank Corporate Borrowing Resolutions"



I, the undersigned Secretary, hereby certify to JPMorgan Chase Bank, that at a meeting of the Board of Directors of Central Texas Regional Mobility Authority ("Corporation") a corporation organized and existing under the laws of the state of Texas duly called and duly held on the 30<sup>th</sup> day of June, 2004, the following Resolutions were duly adopted, and that the said Resolutions have been entered upon the regular minute books of the Corporation, are in accordance with the By-Laws and are now in full force and effect.

**RESOLVED:**

1. The Officers of Corporation, or any one or more of them, are hereby authorized to open a bank account or accounts from time to time with JPMorgan Chase Bank and its subsidiaries and affiliates (each being hereinafter referred to as "Bank") for and in the name of Corporation with such title or titles as he or they may designate.

2. The \_\_\_\_\_

(Indicate by Title person(s) authorized, for example, President, Treasurer, etc.)

of Corporation, signing \_\_\_\_\_

(For purpose of signing items, indicate for example, singly, any two, etc.)

and their successors and any other person hereafter authorized by any means to sign on behalf of Corporation ("Authorized Person(s)") are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, acceptances and other instruments (hereinafter each collectively referred to as "Item(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of Corporation printed on the DTC; or (3) give instructions, by means other than the signing of an Item, with respect to any account transaction, including, but not limited to, the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise, or of money, credits, items or property at any time held by Bank for account of Corporation ("Instructions").

3. Bank is hereby authorized to honor and pay Items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signatures, Bank is authorized to pay any Item if the signature, regardless of how or by whom affixed, and whether or not the form of signature used on such Item was actually prepared by or for Corporation, resembles the specimens filed with Bank by Corporation. Bank is further authorized to honor and pay DTCs, ACHs, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Officer or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

4. Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person or by stamp or other impression in the name of Corporation without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds.

5. Any one of the Authorized Person(s) of Corporation are hereby authorized to secure from Bank one or more Chase Business Banking Card(s) (the "Card(s)") on behalf of Corporation which may be used by any cardholder named by such Authorized Person(s) to initiate electronic fund transactions as described in the Chase Business Banking Card Agreement (the "Agreement") with respect to any and all such accounts of Corporation as Corporation or such Authorized Person(s) may designate, including without limitation, transfers from business credit line accounts. Such Authorized Person(s) be, and each of them hereby is, further authorized to execute and deliver in the name and on behalf of this Corporation an Agreement and supporting documentation governing the issuance and use of such Cards with such changes, if any, as the Authorized Person(s) executing the same shall approve, and to otherwise conduct any business whatsoever relative to the account(s) and Cards as may be necessary or advisable in order to carry out the full intent and purposes of said Agreement and of these resolutions.

0 41590939150

6. The \_\_\_\_\_  
(Indicate by Title, person(s) authorized, for example, President, Treasurer, etc.)

of Corporation, and each of them, and their successors in office, and any other person hereafter authorized on behalf of Corporation to possess a Card ACTING ALONE, may exercise all of the rights and privileges of Corporation with regard to any account linked to the Card.

7. The Executive Director and Executive Assistant  
(Indicate by Title, person(s) authorized to effect Loans, Advances, etc., for example, President, Vice President, Treasurer, etc.)

of Corporation, signing Singly  
(Indicate how Notes, etc. are to be signed, for example, singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for Corporation from Bank (and guarantee on behalf of Corporation the obligations of others to Bank), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Corporation, applications for letters of credit, instruments or guarantee and indemnity and agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Corporation or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by Corporation, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, Bank, commercial paper, bills receivable, stocks, bonds or any other securities or property at any time held by Corporation, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to Bank and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to Corporation and at any time in the hands of Bank, whether as collateral or otherwise; and to execute and deliver such agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by Bank in connection with any of the foregoing and Bank is hereby authorized to honor, accept and execute any of the transactions described above.

8. All loans, discounts and advances heretofore obtained on behalf of Corporation and all notes and other obligations or evidences thereof of Corporation held by Bank are hereby approved, ratified, and confirmed.

9. Corporation does hereby give to Bank a continuing lien for the amount of any and all liabilities and obligations of Corporation to Bank and claims of every nature and description of Bank against Corporation, whether now existing or hereafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to or acquired in any manner by Bank, whether contracted by Corporation alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured upon any and all moneys, securities and any and all other property of Corporation and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from Bank, its correspondents or agents from or for Corporation, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of Bank in any way.

10. In case of conflicting claims or disputes, or doubt on Bank's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained in Bank may but need not recognize nor give any effect to any notice from any Officer, or from any other person, purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless Bank is required to do so by the judgment, decree or order of a court having Jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.

11. Corporation agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Corporation from Bank and by all notices posted at the office of Bank at which the account of Corporation is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made part hereof.

12. The Officers of Corporation or any one or more of them are hereby authorized to act for Corporation in all other matters and transactions relating to any of its business with Bank including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.

13. Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring any of these Resolutions.

14. Subject to paragraph 10 above, each of the foregoing Resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification by presentation of new Corporate Resolutions and signature cards shall be received by Bank; provided that such notice shall not be effective with respect to any revocation or modification of said authorities until Bank shall have had a reasonable opportunity to act thereon following receipt of such notice or with respect to any checks or other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to Bank after the receipt of such notice. The Secretary or any Assistant Secretary or any other Officer of Corporation is hereby authorized and directed to certify, under the seal of Corporation or not, but with like effect in the latter case, to Bank the foregoing Resolutions, the names of the Officers and other representatives of Corporation and any changes from time to time in the said Officers and representatives and specimens or their respective signatures. Bank may conclusively assume that persons at any time certified to it to be Officers or other representatives of Corporation continue as such until receipt by Bank or written notice to the contrary.

I FURTHER CERTIFY that the persons herein designated as Officers of Corporation have been duly elected to and now hold the offices in Corporation set opposite their respective names and that the following are the authentic, official signatures of the said respective Officers and of the named signatories who are not Corporate Officers, to wit:

| <u>Name (Typewritten or Printed)</u> | <u>Office</u>   | <u>Signature</u> |
|--------------------------------------|-----------------|------------------|
| _____                                | President       | _____            |
| _____                                | Vice President  | _____            |
| _____                                | Secretary       | _____            |
| _____                                | Treasurer       | _____            |
| <u>Mike Heiligenstein</u>            | Executive Dir.  | _____            |
| <u>Robin Dvorak</u>                  | Executive Asst. | _____            |
| _____                                |                 | _____            |

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of the said Corporation this 30<sup>th</sup> day of June, 2004.

• Attest (Second Officer)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

AFFIX  
(CORPORATE SEAL)  
HERE

\* Note: In case the Secretary is authorized to sign by the above Resolutions, this certificate should be attested by a second Officer of Corporation.