

STATE OF TEXAS §

COUNTY OF TRAVIS §

**STATE INFRASTRUCTURE BANK (SIB)
LOAN AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO STATE INFRASTRUCTURE BANK (SIB) LOAN AGREEMENT (Amendment), is entered into by and between the State of Texas, acting through the Texas Department of Transportation (Department), and the City of Laredo, acting by and through its duly authorized officials (Borrower).

W I T N E S S E T H

WHEREAS, the Department and the Borrower entered into a SIB Loan Agreement (Agreement), dated as of May 9, 2025, evidencing a \$8,500,000 loan (SIB Loan) to finance the actual costs of the Borrower's portion of the Project, all as further described in the Agreement; and

WHEREAS, Article 10 of the Agreement permits the amendment thereof through a written amendment executed by both the Department and the Borrower; and

WHEREAS, the Department and the Borrower desire to amend the Agreement as provided herein to modify Exhibit C of the Agreement; and

WHEREAS, the Department and the Borrower desire to amend the Agreement as provided herein to modify the document loan number in the header and execution page; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the Department and the Borrower do agree as follows:

A G R E E M E N T

1. **The Document Header** of the Agreement is deleted in its entirety and replaced with the following:

SIB #S2025-007-06
City of Laredo - (Laredo District)
CSJ #0922-33-093, 0922-33-076

2. **Execution Page** of the Agreement is hereby amended to reflect the correct loan number SIB #S2025-007-06-01, in place of the previously stated loan number SIB #S2025-007-01-01. All other content of the Execution Page remains unchanged.
3. **Exhibit C, Borrower's Resolution Authorizing Loan Agreement**, of the Agreement is deleted in its entirety and replaced by Exhibit C-1, contained herein, to reflect the change in how the Borrower intends to allocate the SIB funds among the projects.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.
5. Each signatory warrants that the signatory has necessary authority to execute this Amendment on behalf of the entity represented.

IN WITNESS WHEREOF, the Department and the Borrower have executed this Amendment by duplicate counterparts on the dates shown below, effective as of the date of the later signature.

CITY OF LAREDO

Joseph Neeb
City Manager

Date

TEXAS DEPARTMENT OF TRANSPORTATION

Benjamin H. Asher
Director, Project Finance and Toll Operations Division
Texas Department of Transportation

Date