



Request for Proposals

for Revolving Credit Facilities

Date Issued	Proposals Due	Expected Duration	Budget	DBE/LBE/SBE Goal	Contact
April 14, 2021	May 14, 2021 at 2:00 p.m. (PST) (electronically)	Multi-year	N/A	N/A	Ron Leong Management Analyst 415.522.4817 ronald.leong@sfcta.org

SECTION I – NOTICE

Notice is hereby given that the San Francisco County Transportation Authority (Transportation Authority) is requesting proposals from qualified respondents (Proposers) for \$125 million to \$200 million in bank credit commitment in the form of a Revolving Credit Agreement to support the Transportation Authority’s interim borrowing program.

Questions

Although a pre-proposal conference will not be held, questions may be submitted in writing by the stated deadline in Section II by e-mail to info@sfcta.org; please include “RFP 20/21-11 – Revolving Credit Facilities” in the subject line. The Transportation Authority’s responses will be posted to www.sfcta.org/contracting by the date indicated in the schedule, and any addenda to the RFP will also be made available on that webpage prior to the proposal due date. Please see Section II for all important dates and deadlines.

SECTION II – SELECTION PROCESS SCHEDULE

Date	Phase/Item Due
April 14, 2021	Release of RFP
April 21, 5:00 p.m.	Proposers to submit written questions to Transportation Authority
April 26*	Transportation Authority issues written responses to questions
May 14, 2:00 p.m. Pacific Standard Time (PST)	Responses to RFP due electronically. Late submissions will not be accepted.
May 21*	Selection committee completes review of proposals and selects preferred lender to commence negotiations
May 26*	Recommendation to Citizens Advisory Committee for award
June 8*	Recommendation to Transportation Authority Board for award



June 22*

Transportation Authority Board awards contract

* *Subject to change*

SECTION III – BACKGROUND

The Transportation Authority was created in 1989 by the voters of the City and County of San Francisco (City) and serves as a sub-regional transportation and programming agency for the City. The Transportation Authority is responsible for administering a voter-approved transaction and use tax (i.e., sales tax) of one-half of one percent that expires April 1, 2034. The sales tax was initially imposed to fund essential traffic and transportation projects as set forth in the San Francisco County Transportation Expenditure Plan (Prop B Expenditure Plan) beginning in 1990 for a period not to exceed twenty years. In November 2003, San Francisco voters approved a new 30-year Expenditure Plan (Prop K Expenditure Plan) that superseded Prop B and continued the one-half of one percent sales tax. The California Department of Tax and Fee Administration administers and collects sales tax revenues for the Transportation Authority.

Pursuant to California Public Utilities Code Section 131000 et seq., the Transportation Authority operates as a special purpose governmental entity, independent of the City. The Transportation Authority Board consists of the eleven members of the Board of Supervisors of the City, who act as Transportation Authority Commissioners.

Project Background and Purpose

The Transportation Authority receives revenues from the one-half of one percent of sales tax described above. Sales tax revenues are dedicated toward financing transportation improvements in the City and County of San Francisco. The Transportation Authority's Series 2017 Bonds and existing Revolving Credit Agreement (both described below) are, and the proposed revolving credit facility will be, secured solely by and payable solely from revenues generated from the Transportation Authority's sales tax collections.

The Transportation Authority historically relied on pay-go sales tax revenues and interim financing - initially through a \$200 million commercial paper facility which was converted to a \$140 million revolving loan (Revolving Credit Agreement) - to fund the Prop K Expenditure Plan.

On November 2, 2017, the Transportation Authority issued \$248,250,000 aggregate principal amount of Senior Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2017. This was the Transportation Authority's first issuance of Senior Lien Bonds under the Indenture. As of April 1, 2021, \$222,020,000 of the Senior Lien Bonds were outstanding. The Senior Lien Bonds are rated "AA+" by S&P and "AAA" by Fitch. Based on Fiscal Year (FY) ended June 30, 2020 Sales Tax Revenues of \$99,268,709, the ratio of Sales Tax Revenues to aggregate maximum annual debt service on the Senior Lien Bonds is 4.65x. The Transportation Authority may issue additional Senior Lien Bonds and Senior Lien Obligations in the future. For FY 2020/21, from July 2020 through January 2021, the Transportation Authority collected Sales Tax Revenues totaling \$47,344,872.



The Transportation Authority's existing Revolving Credit Facility terminates in June 2021. There is currently no outstanding balance, and a total \$140 million capacity, under the existing Revolving Credit Agreement. The Transportation Authority expects to continue to utilize an interim borrowing program in tandem with pay-go sales tax revenues to meet its transportation expenditure needs. The Transportation Authority also may issue additional Senior Lien Bonds. Through this RFP, the Transportation Authority is seeking \$125 million to \$200 million in replacement revolving credit facilities from bank provider(s).

A Third Amended and Restated Indenture (Indenture) under which the Senior Lien Bonds were issued created three tiers of debt: "Senior Lien Debt," "Parity Debt," and "Subordinate Obligations." The Transportation Authority's executed its Revolving Credit Agreement pursuant to a Second Supplemental Indenture to the Indenture. The existing Revolving Credit Agreement and replacement revolving credit facility established through this RFP is and will also be Parity Debt under the Indenture. Parity Debt has a lien upon Sales Tax Revenues that is subordinate to the lien upon Sale Tax Revenues of the Senior Lien Bonds and any future Senior Lien Debt and senior to the lien upon Sales Tax Revenues of any Subordinate Obligations.

KNN Public Finance, LLC will serve as Municipal Advisor for the transaction and Nixon Peabody LLP will serve as Bond Counsel.

Additional Information

Financial information for the Transportation Authority can be referenced as follows:

- **FY 2019/20 Audit Report (Item #10 of 2/23/21 Board Meeting):** <https://www.sfcta.org/events/transportation-authority-board-22>
- **FY 2019/20 Continuing Disclosure Report:** <https://emma.msrb.org/P11471497-P11140645-P11553870.pdf>

Attached we have provided the following additional information for review and reference:

- **Exhibit A:** Form of Revolving Credit Agreement
- **Exhibit B:** Third Amended and Restated Indenture, dated as of November 1, 2017

SECTION IV – PROPOSED TERMS

The Transportation Authority will consider proposals for several types of revolving credit facilities, consistent with the requirements of its existing documents and secured at the appropriate lien as described herein. Below are the estimated parameters for this transaction:

Issuer:	San Francisco County Transportation Authority
Purpose:	To provide flexible financing for various capital projects under the Prop K Expenditure Plan



Amount:	\$125 million to \$200 million principal amount plus interest at a maximum rate of the lesser of 12% per annum or the maximum permitted by law
Security:	The Transportation Authority's payment obligations under the Revolving Credit Facility are secured under the Indenture by Sales Tax Revenues (and certain funds) as Parity Debt. Parity Debt has a lien upon Sales Tax Revenues that is subordinate to the lien upon Sale Tax Revenues of the Senior Lien Bonds and any future Senior Lien Debt and senior to the lien upon Sales Tax Revenues of any Subordinate Obligations
Facility Type:	Revolving Credit Agreement providing interim financing
Facility Term:	The Transportation Authority is seeking proposals for a three-year facility, but is willing to consider shorter or longer term facilities
Tax Status:	Tax-Exempt
Bank Participation:	Joint proposal involving more than one bank will be considered. Proposers must specify participating bank liability and commitment basis as well as the bank that will serve as Administrative Agent to the Transportation Authority
Trustee/ Paying Agent:	US Bank

SECTION V – RFP RESPONSE REQUIREMENTS: CONTENT AND FORMAT

All proposals should be clear, concise, and provide sufficient information to minimize questions and assumptions. Proposals should be limited to **10 pages** (no smaller than 12-point font shall be used and all page sizes greater than the letter size of 8.5" x 11" will be counted as two pages), excluding cover letter, table of contents, the cost proposal, and specific areas referenced below as being included in an appendix. The Transportation Authority accepts no financial responsibility for any costs incurred in the preparation of proposals. Upon receipt by the Transportation Authority, all accepted proposals submitted in response to this RFP will become the property of the Transportation Authority.

Time and Place for Submission of Proposals

By the proposal submission deadline, the following must be delivered:

- **Proposal** (written proposal): one (1) electronic copy (PDF) including all information herein requested. Please clearly specify on the email subject line: "Response to RFP 20/21-11 for Revolving Credit Facilities".



The proposals must be transmitted electronically to the Transportation Authority at the following address: info@sfcta.org.

All responses must be in writing and identified as to content and be received by the due date. Proposals received later than the above date and time will be rejected.

Cover Letter

Proposers must submit a letter of introduction for the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation that your firm is willing and able to perform the commitments contained in the proposal. The cover letter must also include the following content in the format as shown:

1. Relationship Manager (The individual in charge of the scope of services, and who will be the Transportation Authority's contact throughout the term of the revolving credit facility)

Name:
Title:
Address:
City, State, ZIP:
Phone Number:
Email:

2. Selection Process Lead (The individual to whom correspondence and other contacts should be directed during the firm selection process)

Name:
Title:
Address:
City, State, ZIP:
Phone Number:
Email:

3. Negotiating Officer (The individual who will negotiate with the Transportation Authority and who can contractually bind the proposer's firm)

Name:
Title:
Address:
City, State, ZIP:
Phone Number:
Email:



<p>4. Company Headquarter Office</p> <p>Address: City, State, ZIP: Phone Number:</p>
<p>5. <input checked="" type="checkbox"/> This letter is signed by an officer that is authorized to bind the proposer contractually.</p>
<p>6. <input checked="" type="checkbox"/> This proposal is firm for a 180-day period from the proposal submission deadline.</p>
<p>7. List each additional bank, if consortium, along with name, title, the mailing address, email address, and telephone number and amount of participation for each.</p>

Content

Proposals must contain the following seven sections:

1. **Proposer Information.** This section must include the following information:
 - a. Statement of proposer’s background and experience related to activities and services being sought through this RFP. As an Appendix, please provide a list of California state and local government clients for which your bank has provided liquidity support, credit enhancement or direct credit in excess of \$100 million since January 1, 2018;
 - b. Resumes of the Relationship Manager and Negotiating Officer identified in the Cover Letter and all other personnel to be assigned to work on the execution of the revolving credit facility (can be provided as an Appendix or within the body of the proposal);
 - c. Name of proposed firm and lawyer to serve as Bank Counsel on the transaction. **NOTE:** The Transportation Authority would prefer that the selected bank(s) work with David Field at Chapman and Cutler as bank counsel on this transaction due to his experience with drafting bank agreements for the Transportation Authority’s Sales Tax Revenue Bond program and to ease the execution of this transaction. Proposers may contact David Field (dfield@chapman.com) in preparation of their proposal.
2. **Credit Rating.** Please provide your bank’s long-term and short-term credit ratings over the past three years from Moody’s, Standard & Poor’s, and Fitch. Indicate if the bank is under credit watch, review or negative outlook by any rating agency.
3. **Formal Credit Approval.** The Transportation Authority requests that proposers have credit approval in place by the date of their proposal submittal or indicate when credit approval is expected.
4. **Term Sheet.** Please complete the pricing matrix provided in **Attachment 1**. The Transportation Authority is still evaluating the size of its facility needs, but expects that the facility would be in the range of \$125 million to \$200 million. If the bank’s proposed terms would change based on the size of the facility, please complete separate pricing matrices with terms and fee structures specific to the level of commitment amount. If your



proposal is a joint proposal with the commitment of more than one lender please specify the commitment amount by lender and the bank that would serve as Administrative Agent.

5. Terms and Conditions of Reimbursement Agreement/Revolving Credit Agreement.

Exhibit A contains a form of Revolving Credit Agreement. The Transportation Authority does not anticipate making substantive changes to the structure and provisions under the form of Revolving Credit Agreement. Please comment on any proposed additions, changes, or exceptions to the form of Revolving Credit Agreement that your bank may require. If no changes are proposed, clearly state that acknowledgement in this section.

6. Index Rate, LIBOR Transition, and Replacement Index. Specify the proposed Index Rate that the bank's pricing would be based under the Revolving Credit Agreement. If the bank's proposed Index Rate will initially be based on LIBOR, please provide a discussion of your bank's approach to the LIBOR transition and draft benchmark index replacement language that would be expected to be included in the Revolving Credit Agreement.

7. Assurances and Miscellaneous Items. In this section, proposals must provide the following information:

- a. Proposers must provide the names, telephone numbers, and e-mail addresses of at least three references, excluding the Transportation Authority. The references should cover work performed by the Relationship Manager and other key financing staff members, should be for work recently performed and similar in nature to the services sought in this RFP. The references must include a brief description of the financing involved, and the roles of the respective team members in successfully completing the financing.
- b. Proposers must specify any potential or perceived conflicts of interest which would disqualify its firm from doing business with the Transportation Authority. If proposers are unaware of existing or foreseeable conflicts of interest, a simple statement will suffice. However, proposers should provide a brief description of each apparent, existing or foreseeable conflict of interest, if any. In addition, list all relevant assignments completed for the City and County of San Francisco within the last five (5) years, and any involvement with Transportation Authority-funded projects, to enable the Transportation Authority to identify any possible conflicts of interest.
- c. Proposers must list any political contributions of money, in-kind services, or loans made to any current member of the Transportation Authority Board of Commissioners within the last three (3) years by management positions of the proposed firm. If proposers are unaware of any political contributions, a simple statement will suffice. However, if proposers are aware of any political contribution, proposals should include details, such as to whom, what type of contribution, the date and the amount.
- d. Proposers must describe any litigation, administrative proceedings or investigation (actual or pending) that might have an adverse on your ability to successfully complete the financing.
- e. Proposers must clearly designate financial submittals or other materials in its submittal, if any, which it in good faith believes to be a trade secret or confidential



proprietary information protected from disclosure. See Section IX below, for further details on public disclosure of responses and other materials.

- f. Proposers shall acknowledge receipt and understanding of the following Transportation Authority contracting requirements and state its ability and willingness to comply with each of them in its proposal. The Transportation Authority does not intend to deviate from its standard contract language.

SECTION VI – EVALUATION CRITERIA AND METHOD OF AWARD

Overall, the Transportation Authority will evaluate, analyze and consider all of the responses and plans to select one or more revolving credit provider(s) in a timely basis. The proposals will be evaluated and scored (maximum of 100 points) using the following criteria:

1. Responsiveness of Proposal. (15 points)
2. Term, Fee, and Firm's Credit. (85 points)

Evaluation Process

The Transportation Authority retains the right to independently verify and evaluate relevant experience and client references, including any sources not mentioned in the proposal.

Once the selected proposer has been identified and the proposer's cost and pricing data has been reviewed, Transportation Authority staff will start negotiations with that proposer. If negotiations are not successful, another proposer may be asked to negotiate with the Transportation Authority. The goal of such negotiations will be to agree on final terms and agreements that deliver the revolving credit facilities described in this RFP at a fair and reasonable cost to the Transportation Authority. The award, if any, will be made to the proposer whose submittal is most responsive to the RFP and deemed most advantageous to the Transportation Authority. The Transportation Authority reserves the right to modify and/or suspend any and all aspects of this procurement, to obtain further information from any firm or person responding to this procurement, to waive any informality or irregularity as to form or content of this procurement or any response thereto, to be the sole judge of the merits of the proposals received, and to reject any or all proposals.

SECTION VII – DBE, LBE AND SBE REQUIREMENTS

The Transportation Authority has not established a DBE/LBE/SBE goal for this contract.

SECTION VIII – PROCUREMENT PROTEST AND APPEAL POLICIES AND PROCEDURES

The Transportation Authority has established protest procedures, which apply to all procurements of supplies, equipment, and services. Proposers must file protests with the Transportation Authority no later than five (5) business days after notice, actual or constructive, by the Transportation Authority's Executive Director or his/her designee, that either their bid (or proposal) is not being considered further, or a recommendation has been made to the Board to award to another bidder. Copies of these policies and procedures are kept at the Transportation Authority's offices and are available upon written request.



SECTION IX – NOTE REGARDING PUBLIC DISCLOSURE OF RESPONSES AND OTHER MATERIALS

Under the California Public Records Act (PRA; Government Code sections 6250 *et seq.*), records, information and materials submitted to the Transportation Authority, not otherwise exempt, are subject to public disclosure. Immediately after the contract has been awarded, the materials submitted by all proposers will be open to inspection. Each party submitting a response to the RFP should clearly designate financial submittals or other materials, if any, which it in good faith believes to be corporate proprietary information, including trade secrets, protected from disclosure; if no materials are designated, the submitted proposal in its entirety may be subject to the PRA. To the extent permitted by law, the Transportation Authority will attempt to maintain the confidentiality of such information by providing the proposer with notice that it has received a request. If the proposer desires that such materials not be disclosed, it may, at its own expense, take appropriate legal action to prevent such disclosure. However, such confidentiality cannot be assured, and the Transportation Authority will not be liable for the public disclosure of any material submitted to it.

ATTACHMENT(S)

1. Pricing Matrix

EXHIBITS

The following documents are attached:

- **Exhibit A:** Form of Revolving Credit Agreement
- **Exhibit B:** Third Amended and Restated Indenture, dated as of November 1, 2017



ATTACHMENT 1

Pricing Matrix

**San Francisco County Transportation Authority
Proposition K Sales Tax Revenue Revolving Credit Facility**

Name of Provider:	
Provider LT & ST Ratings:	
Contact Person:	
Email Address:	
Telephone Number:	

*The pricing information requested does not need to be in the exact format below; however, general uniformity is desired to assist with comparison of Proposers. **Please prepare a separate matrix for each commitment amount.***

Facility Type	
Commitment Amount	
Term (in years)	
Index Rate ¹	
Applicable Spread to Index Rate	
Origination Fee	
Commitment Fee	
Unutilized Fee	
Termination/ Reduction Fee	
Draw Fee	
Amendment Fee	
Bank Counsel Fee	
Other Fees	
Base Rate/Bank Rate	
Term Loan Rate	
Default Rate	
Computation of Payments	
Downgrade Rate/Fee Adjustments	
Term Loan Period ²	
Bank Counsel	

¹If an Index Rate floor would apply, please specify.

²If the Proposer will accommodate a term-out period longer than three years, please specify.

FORM OF REVOLVING CREDIT AGREEMENT

dated as of [DATE], 2021

by and among

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY,

[LENDER 1],
as a Lender

and

[LENDER 2]
as Administrative Agent and as a Lender [IF APPLICABLE]

Relating to

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUES BANK NOTES (LIMITED TAX BOND)

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REVOLVING CREDIT AGREEMENT

THIS REVOLVING CREDIT AGREEMENT, dated as of [DATE], 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into by and among the SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “*Authority*”), [LENDER 1] and its successors and permitted assigns (“*[LENDER 1]*”) and [LENDER 2], and its successors and permitted assigns (“*[LENDER 2]*”) and collectively with [LENDER 1], the “*Lenders*”) and as administrative agent for the Lenders (the “*Administrative Agent*”)[SECOND LENDER/ADMINISTRATIVE AGENT ONLY IF APPLICABLE].

RECITALS

WHEREAS, the Authority wishes to obtain a revolving line of credit (the “*Line of Credit*”) from the Lenders hereunder to pay for or refinance capital expenditures in the Expenditure Plan (as hereinafter defined), costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and the Indenture (each as hereinafter defined); and

WHEREAS, all obligations of the Authority to repay the Lenders for extensions of credit made by the Lenders under the Line of Credit and to pay all other amounts payable to the Lenders arising under or pursuant to this Agreement or the Bank Notes (as hereinafter defined) to be issued to the Lenders hereunder are created under and will be evidenced by this Agreement and the Bank Notes. The Reimbursement Obligations (as hereinafter defined) hereunder will be secured by a pledge of and lien on the Revenues (as hereinafter defined) of the Authority on a parity with the Authority’s Parity Debt (as hereinafter defined) now existing or hereafter incurred and the Obligations (as hereinafter defined) (other than Reimbursement Obligations) hereunder will be secured by a pledge of and lien on the Revenues (as hereinafter defined) of the Authority on a subordinate basis to the Authority’s Parity Debt. The Authority herein covenants to pay all Obligations (as hereinafter defined) to the Lenders from the Revenues;

Now, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend to the Authority the Line of Credit, the Authority, the Administrative Agent and the Lenders hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined in the recitals and elsewhere in this Agreement and the Indenture, the following terms shall have the following meanings:

“*Act*” means the Bay Area County Traffic and Transportation Funding Act, Division 12.5 (Section 131000 *et seq.*) of the Public Utilities Code of the State of California, as now in effect.

“*Administrative Agent*” means [LENDER 2], in its capacity as Administrative Agent hereunder, and any successor thereto appointed pursuant to Section 10.6 hereof. [IF MULTIPLE LENDERS]

“*Administrative Agent’s Office*” means the office of the Administrative Agent specified in or determined in accordance with the provisions of Section 11.3 hereof.

“*Advance*” means each Revolving Loan requested by the Authority under the Commitment (including, without limitation, the Initial Revolving Loan) and the terms hereof to pay for or refinance capital expenditures in the Expenditure Plan, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and/or the Indenture.

“*Advance Date*” means the date on which the Lenders honor a Request for Advance through the Administrative Agent and make the funds requested available to the Authority hereunder.

“*Affiliate*” means, as to any Person, a corporation, partnership, association, agency, authority, instrumentality, joint venture, business trust or similar entity organized under the laws of any state that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Amortization End Date*” means the earlier to occur of (A) the ____ (____) anniversary of the Commitment Expiration Date; and (B) the date on which the Term Loan has been accelerated in accordance with Section 9.2 hereof.

“*Amortization Payment*” has the meaning set forth in Section 4.5 hereof.

“*Amortization Payment Date*” means (a) the Initial Amortization Payment Date and the corresponding date in every third month occurring after the Initial Amortization Payment Date occurring thereafter which occurs prior to the Amortization End Date and (b) the Amortization End Date.

“*Amortization Period*” has the meaning set forth in Section 4.5 hereof.

“*Annual Debt Service*” means the aggregate amount, without duplication, of principal and interest on all Senior Lien Debt, all Parity Debt and all Subordinate Obligations due and payable in the related Fiscal Year. For purposes of calculating Annual Debt Service, the following assumptions shall be utilized to calculate the principal and interest becoming due in any Fiscal Year:

(1) in determining the principal amount due on Advances and the related Loans in each Fiscal Year, the following assumptions shall be utilized:

(a) there shall be deemed to be principal outstanding on all Advances and the related Loans in an aggregate amount equal to the Available Commitment plus an amount equal to any outstanding Advances and the related Loans;

(b) the principal amount due on all Advances and the related Loans in each Fiscal Year shall be assumed to be amortized in substantially equal annual installments of principal and interest over a term of twenty-five (25) years or, if less, the remaining term of the Expenditure Plan and any amounts currently constituting a Term Loan shall amortize in accordance with Section 4.5 hereof, commencing in the year in which the annual debt service is being calculated and the interest on all Advances and the related Revolving Loans shall be calculated at an interest rate equal to the [Index Rate] as of the date of determination and the interest on the Term Loan shall be calculated at an interest rate equal to the Lender Rate as of the date of determination;

(c) there shall be deemed to be no Obligations (other than Reimbursement Obligations) outstanding hereunder.

(2) in determining the principal amount due in each Fiscal Year on all debt other than Advances and the related Loans, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any mandatory sinking account payments or any scheduled redemption or payment on the basis of accreted value (as such term is defined in the document pursuant to which such debt was issued or incurred), and for such purpose, the redemption payment or payment of accreted value shall be deemed a principal payment and interest that is compounded and paid as accreted value shall be deemed due on the scheduled redemption or payment date of such debt;

(3) if any debt constitutes Variable Rate Indebtedness (except to the extent subsection (1) or (5) applies), the interest rate on such debt shall be calculated at the greatest of: (a) the annual average of the SIFMA Municipal Swap Index for the ten years preceding the date of calculation plus two percent (2%) per annum, (b) the most recently-determined SIFMA Municipal Swap Index as of the date of calculation, and (c) five and one-half percent (5.5%) per annum; provided that if such Variable Rate Indebtedness has been issued in connection with an interest rate swap agreement, the interest rate for computing Annual Debt Service shall be determined by (x) calculating the annualized net amount paid by the Authority under such Variable Rate Indebtedness and interest rate swap agreement (after giving effect to payments made under the Variable Rate Indebtedness and made and received by the Authority under such interest rate swap agreement) during the twelve (12) months ending with the month preceding the date of calculation or such shorter period as such interest rate swap agreement shall have been in effect, and (y) dividing the amount calculated in clause (x) by the average daily balance of the related debt during the period contemplated by clause (x);

(4) if any debt proposed to be issued constitutes Variable Rate Indebtedness (except to the extent subsection (5) applies), then such debt shall be assumed to bear interest at an interest rate equal to the greatest of (a) the annual average of the SIFMA Municipal Swap Index for the ten years preceding the date of calculation plus two percent (2%) per annum, (b) the most recently-determined SIFMA Municipal Swap Index as of the date of calculation, and (c) five and one-half percent (5.5%) per annum; *provided* that if such Variable Rate Indebtedness will be issued in connection with an interest rate swap agreement, the interest rate for computing Annual Debt Service shall be determined by (x) calculating the net amount to be paid by the Authority under such Variable Rate Indebtedness and interest rate swap agreement (after giving effect to payments made under the Variable Rate Indebtedness and made and received by the Authority under such

interest rate swap agreement) and for purposes of this proviso to subsection (4) any variable rate of interest agreed to be paid under the interest rate swap agreement shall be deemed to be the rate at which the related debt shall be assumed to bear interest, and (y) dividing the amount calculated in clause (x) by the average daily amount of the related debt to be outstanding during the first year after issuance of such debt;

(5) if any debt features an option, on the part of the owners thereof or an obligation under the terms of such debt, to tender all or a portion of such debt to the Authority, the Trustee, or other fiduciary or agent and requires that such debt or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such debt payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with the amortization schedule set forth in such debt or in the letter of credit or standby bond purchase agreement or standby note purchase agreement or line of credit entered into in connection with such debt, or if no such amortization schedule is set forth, then such debt shall be deemed to be amortized in substantially equal annual installments of principal and interest over a term of twenty-five (25) years or, if less, the remaining term of the Expenditure Plan, commencing in the year in which such debt was first subject to tender, interest to be calculated at an assumed interest rate equal to the average of The Bond Buyer Revenue Bond Index during the twelve (12) months ending with the month preceding the date of calculation.

(6) if any fixed to floating interest rate swap agreement is in effect with respect to, and is payable on a parity with the debt to which such interest rate swap agreement relates (which debt is not Variable Rate Indebtedness), the interest rate of such debt shall be calculated as follows: (a) if such interest rate swap is in effect on the date of calculation, the interest rate shall be calculated in the same manner as is specified in subsection (3) above; and (b) if such interest rate swap agreement is not in effect on the date of such calculation, the interest rate shall be calculated in the same manner as is specified above in subsection (4) above;

(7) principal and interest payments shall be excluded to the extent such payments are to be paid from amounts then currently on deposit with the Trustee or other fiduciary in escrow specifically therefor and to the extent that such interest payments are to be paid from the proceeds of Senior Lien Debt, Parity Debt and Subordinate Obligations held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest by the Trustee or other fiduciary.

“Anti-Terrorism Laws” has the meaning set forth in Section 7.22 hereof.

“Applicable Law” means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (A) constitutions, statutes, rules, regulations and orders of all governmental and non-governmental bodies, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“Authority Rating” means the lowest long-term unenhanced ratings (without regard to any bond insurance policy or credit enhancement) assigned by each of Moody’s, Fitch and S&P to the Authority’s Senior Lien Debt. The Lenders acknowledge that as of the Effective Date, Moody’s does not rate the Authority’s Senior Lien Debt.

“*Authority*” has the meaning set forth in the introductory paragraph hereof.

“*Authorized Representative*” means the Executive Director of the Authority, its Chief Deputy Director, its Deputy Director for Finance and Administration or any other person designated by the Executive Director or the Chief Deputy Director of the Authority and who has been identified in an Authorized Representative Certificate delivered to the Administrative Agent and whose signature has likewise been certified to the Administrative Agent.

“*Authorized Representative Certificate*” means the certificate substantially in the form of Exhibit H hereto.

“*Available Commitment*” means an initial amount equal to \$_____ and, thereafter, on any date, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to any Advance and the related Revolving Loan in respect of such Advance made to the Authority under the Commitment, as applicable; (b) upward in an amount equal to the principal amount of any Revolving Loan that is repaid or prepaid in the manner provided herein; (c) downward in an amount equal to any reduction thereof effected pursuant to Section 2.7 or Section 9.2(b)(i) hereof; and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof; *provided, that*, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed \$_____ at any one time.

“*Bank Agreement*” has the meaning set forth in Section 8.20 hereof.

“*Bank Note*” means each Authority’s Sales Tax Revenues Bank Note (Limited Tax Bond) payable to the order of the related Lender in the principal amount of the Commitment of such Lender on the Effective Date to evidence and secure the Obligations, each such note to be executed by the Authority and delivered by the Authority to each Lender on the Effective Date in the form of Exhibit A attached hereto with appropriate insertions. All Obligations shall be made against the related Bank Note.

“*Bond Counsel*” means Nixon Peabody LLP or another nationally recognized bond counsel firm selected by the Authority.

“*Budget*” means the annual budget of the Authority.

“*Business Day*” means any day other than (i) a Saturday, Sunday or (ii) a day on which banks in San Francisco, California or New York, New York or in the state in which the principal office of the Administrative Agent or either Lender is located are required or authorized by law to be closed, or (iii) a day on which the office of the Administrative Agent where Requests for Advances are to be presented hereunder or the office of a Lender from which such Lender shall make funds available to the Administrative Agent for any Advance, in either case, is required or authorized by law to be closed.

“*Capital Lease Obligations*” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and

accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“*CDTFA*” has the meaning set forth in the Indenture.

“*CDTFA Contract*” means that certain Agreement for State Administration of District Transactions and Use Taxes dated as of February 16, 1990, between the Authority and the State Board of Equalization of the State of California, together with the EFT Authorization Agreement for Local Jurisdictions executed by the Transportation Authority and dated November 1, 2013.

“*Change in Law*” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, any Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) all written requests, rules, ruling, guidelines, regulations or directives issued in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act by a Governmental Authority and (ii) all written requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*Code*” means the Internal Revenue Code of 1986, as amended, and, where appropriate any statutory predecessor or any successor thereto.

“*Commitment*” means (a) as to each Lender, the agreement of such Lender pursuant to Section 2.1 hereof to make Advances under the terms hereof for the account of the Authority for the purpose of providing funds to pay for capital expenditures in the Expenditure Plan, costs of issuance in connection with this Agreement or for any other purpose permitted under the Act, the Ordinances and/or the Indenture in an aggregate principal amount at any time outstanding not to exceed the amount set forth opposite such Lender’s name on the related signature page hereto, as such amount may be modified at any time or from time to time pursuant to the terms hereof and (b) as to all Lenders, the aggregate commitment of all Lenders to make Advances, as such amount may be modified at any time or from time to time pursuant to the terms hereof. The aggregate Commitment of all the Lenders on the Effective Date shall be \$_____.

“*Commitment Expiration Date*” means [_____, 20__], unless extended or earlier terminated as provided herein.

“*Commitment Fee*” means _____.

“*Commitment Percentage*” means, as to either Lender at any time, the ratio of (a) the amount of the Commitment of such Lender to (b) the aggregate Commitment of both of the Lenders.

“*Conversion Date*” means the date on which each Revolving Loan is converted to a Term Loan pursuant to Article IV hereof.

“County” has the meaning set forth in the Indenture.

“Credit Agreement” has the meaning set forth in the Indenture.

“Debt ” of any Person means at any date and without duplication, (i) all obligations of such Person for borrowed money, and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (ii) all direct or contingent obligations of such Person arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (iii) Capital Lease Obligations, (iv) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (v) all indebtedness of others secured by a lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (vi) all indebtedness of others guaranteed by, or secured by any of the revenues or assets of, such Person and (vii) all payment obligations of such Person under any Swap Contract.

“Debt Service Coverage Ratio” means, as of the last day of each Fiscal Year for the Fiscal Year ending on such date, the ratio of (i) the sum for such period of all Sales Tax Revenues to (ii) the Annual Debt Service for such period, calculated without using the principles and assumptions set forth under the definition of Annual Debt Service. The Debt Service Coverage Ratio shall be expressed as a percentage.

“Default” means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

“Default Rate” means _____.

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

(i) the date when the Authority files with the Internal Revenue Service any statement, supplemental statement or other tax schedule, return or document which admits or discloses that an Event of Taxability shall have in fact occurred;

(ii) the date when the Administrative Agent or either Lender has received written notification from the Authority, supported by a written opinion by an attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, to the effect that an Event of Taxability has occurred;

(iii) the date when the Authority shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that an Event of Taxability shall have occurred; or

(iv) the date when the Authority shall receive notice from the Administrative Agent or either Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has

assessed as includable in the gross income of either Lender or any Participant the interest on any Loan due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined after taking into account any permitted appeals; *provided further, however*, that upon demand from the Administrative Agent, the Authority shall promptly reimburse the Administrative Agent on behalf of either Lender for any payments, including any taxes, interest, penalties or other charges, such Lender shall be obligated to make as a result of the Determination of Taxability.

“Dollar” and “\$” mean lawful money of the United States.

“Effective Date” means [DATE], 2021, subject to the satisfaction or waiver by the Lenders of all of the conditions precedent set forth in Section 2.4(a) hereof.

“EMMA” means the Electronic Municipal Market Access system and any successor thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and all rules and regulations from time to time promulgated thereunder, or any successor statute.

“Event of Default” with respect to this Agreement has the meaning set forth in Section 9.1 of this Agreement and, with respect to any other Program Document, has the meaning assigned therein.

“Event of Taxability” means (i) the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest paid or payable on any Loan to become includable, in whole or in part, in the gross income of either Lender or any Participant for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on any Loan to become includable, in whole or in part, in the gross income of either Lender or any Participant for federal income tax purposes.

“Excess Interest Amount” has the meaning set forth in Section 6.5(c) hereof.

“Excluded Tax” means, with respect to either Lender or any other recipient of any payment to be made by or on account of any obligation of the Authority hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which either Lender or such other recipient is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Authority is located.

“*Executive Order*” has the meaning set forth in Section 7.22 hereof.

“*Expenditure Plan*” has the meaning set forth in the Indenture.

“*Federal Funds Rate*” means, for any day, the overnight rate of interest per annum quoted by [_____] for the overnight sale to other major banks and financial institutions of federal funds on such day (or, if such day is not a Business Day, the next preceding Business Day). Each determination of the Federal Funds Rate by [_____] shall be deemed conclusive and binding on the Authority absent manifest error.

“*Fiscal Year*” has the meaning set forth in the Indenture.

“*Fitch*” means Fitch Ratings, Inc. and any successor rating agency.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Authority applied by the Authority on a basis consistent with the Authority’s most recent financial statements furnished to the Administrative Agent pursuant to Section 2.4(a)(i)(3)(A) or Section 8.2 hereof.

“*Governmental Approval*” means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

“*Governmental Authority*” means any national, supranational, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasigovernmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, department, commission, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Guarantee*” of or by any Person (the “*guarantor*”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (the “*primary obligor*”) in any manner, whether directly or indirectly, and including, without limitation, any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Debt or obligation; *provided*, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“*Immediate Acceleration Event*” means any Event of Default set forth in Section 9.1(h) or 9.1(j) hereof (*provided, however*, that the occurrence of any Event of Default under Section 9.1(j)

hereof shall constitute an Immediate Acceleration Event only if the relevant Secured Debt or Subordinate Secured Debt or Bank Agreement obligation is actually accelerated).

“Incipient Invalidity Event” means (i) the validity or enforceability of any provision of the Act or Ordinances that impacts (A) the Authority’s ability or obligation to levy the Sales Tax in the County in accordance with the provisions of the Act and Ordinances which affects the Authority’s ability or obligation to make payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on Revenues securing the payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or (B) the CDTFA’s ability or obligation to collect the Sales Tax or to pay the Sales Tax Revenues to the Trustee, in each case, which affects the Authority’s ability or obligation to make payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on Sales Tax Revenues securing the payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement is publicly contested or publicly repudiated by an Authorized Representative of the Authority or (ii) the validity or enforceability of any such provision described in clause (i)(A) or (i)(B) above is deemed to be invalid or unenforceable as a result of an Authorized Representative of the Authority or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction taking any official action, or duly enacting any statute or legislation or issuing an executive order or (iii) any such provision described in clause (i)(A) or (i)(B) is determined by a court of competent jurisdiction or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction in a proceeding subject to further appeals to be invalid or unenforceable or (iv) (A) the validity or enforceability of, or the liabilities or obligations of the Authority with respect to, payments of principal or interest on either Bank Note, any Advances, any Loans or any other Obligations due and owing either Lender under this Agreement, under the Act or Ordinances or any Payment and Collateral Obligation, or (B) any Payment and Collateral Obligation in and of itself, in any case with respect to the prior clause (iv)(A) or (iv)(B), is publicly contested or publicly repudiated by an Authorized Representative of the Authority or (v) the validity or enforceability of any Payment and Collateral Obligation is deemed to be invalid or unenforceable as a result of an Authorized Representative of the Authority or the State or any instrumentality of the State or any Governmental Authority with appropriate jurisdiction taking any official action or duly enacting any statute or legislation or issuing an executive order or (vi) any Payment and Collateral Obligation is declared invalid or unenforceable in a proceeding subject to further appeals by the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction or (vii) any provision of the Act or Ordinances is supplemented, modified or amended in a manner that makes invalid or unenforceable (A) the Authority’s ability or obligation to levy the Sales Tax in the incorporated and unincorporated territory of the County in accordance with the provisions of the Act and Ordinances which affects the Authority’s ability or obligation to make payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on Revenues securing the payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or (B) the CDTFA’s ability or obligation to collect the Sales Tax or the CDTFA’s ability or obligation to make payment of the Sales Tax to the Trustee, in each case, which affects the Authority’s ability

or obligation to make payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on Revenues securing the payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or (viii) the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction shall, by official action, make a finding or ruling or through the enactment of any statute or legislation or the issuance of an executive order determine that Payment and Collateral Obligation is not valid and binding on the Authority.

“*Indemnified Taxes*” means Taxes other than Excluded Taxes. “*Indemnitee*” has the meaning set forth in Section 6.2 hereof.

“*Indenture*” means the Third Amended and Restated Indenture dated as of November 1, 2017, by and between the Authority and U.S. Bank National Association, as trustee thereunder, as heretofore amended and supplemented, including by the [Third] Supplemental Indenture, dated as of [DATE], 2021, and as further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

[insert definitions for the selected Index Rate]

“*Initial Amortization Payment Date*” means the _____ (____) calendar day following the Conversion Date.

“*Initial Commitment Amount*” means \$_____.

“*Initial Revolving Loan*” has the meaning set forth in Section 2.3(d) hereof.

“*Interest Payment Date*” means (a) with respect to any Advance or Revolving Loan, the first Business Day of each calendar month following the date of the related Advance and Revolving Loan and the Revolving Loan Maturity Date, and (b) as to any Term Loan, the first Business Day of each calendar month following the Conversion Date and the Amortization End Date.

“*Interest Period*” means, with respect to any Revolving Loan, the period from (and including) the date such Loan is made to (but excluding) the next succeeding Rate Reset Date, and thereafter shall mean the period from (and including) such Rate Reset Date to (but excluding) the next succeeding Rate Reset Date (or, if sooner, to but excluding the Revolving Loan Maturity Date).

“*Invalidity Event*” means (i) the Act or Ordinances is repealed, (ii) a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction determines in a final non-appealable order or judgment, as the case may be, that a provision or provisions of the Act or Ordinances have been supplemented, modified and/or amended in a manner that makes invalid or unenforceable (A) the Authority’s obligation to levy the Sales Tax in the County in accordance with the provisions of the Act and Ordinances which affects the Authority’s ability or obligation to make payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on Revenues securing the payments of principal or interest on either Bank Note, any Advances, any

Loans or any other payment obligations due and owing either Lender under this Agreement or (B) the CDTFA's obligation to collect the Sales Tax or the CDTFA's ability or obligation to make payment of the Sales Tax directly to the Trustee, in each case, which affects the Authority's ability or obligation to make payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on Revenues securing the payments of principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement, (iii) the Act or Ordinances are ruled to be null and void by a Federal court or any court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction or (iv) any provision of this Agreement, either Bank Note or the Indenture relating to the Authority's ability or obligation to make payments of the principal or interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement or the pledge of and lien on the Revenues to secure the payment of principal and interest on either Bank Note, any Advances, any Loans or any other payment obligations due and owing either Lender under this Agreement (each such provision, a "*Payment and Collateral Obligation*") is ruled to be null and void by a Federal court or any other court with appropriate jurisdiction or the State or any instrumentality of the State or any other Governmental Authority with appropriate jurisdiction in a final non-appealable order or judgment by such court or the State or any instrumentality of the State, as applicable.

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

"*Lender/Lenders*" means[, collectively, [LENDER 1] and [LENDER 2] and their successors and assigns].

"*Lender Rate*" means _____.

"*Lien*" on any asset means any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset.

"*Loan*" and "*Loans*" means individually, each Revolving Loan and the Term Loan under this Agreement, and collectively the Revolving Loans and the Term Loan under this Agreement.

"*Material Adverse Change*" or "*Material Adverse Effect*" means the occurrence of any event or change which materially and adversely affects (a) the validity or enforceability of this Agreement, either Bank Note or any of the Program Documents, (b) the validity, enforceability or perfection of the pledge of and lien on the Revenues and on the amounts held in Funds or Accounts under the Indenture (and, with respect to the Funds and Accounts, solely those Funds and Accounts

that secure the Bank Notes, the Advances, the Revolving Loans, the Term Loans and the Obligations), (c) the rights, security interest or remedies available to the Administrative Agent and/or the Lenders under this Agreement or the other Program Documents (other than those rights, security interest or remedies a Lender may have solely against the Administrative Agent, that Administrative Agent may have solely against a Lender or that a Lender may have against another Lender), (d) the ability of the Authority to perform its obligations under this Agreement or the other Program Documents, and (e) the collection of the Sales Tax Revenue that could reasonably be expected to have a material adverse effect on the ability of the Authority to pay debt service on Sales Tax Revenue Obligations.

“Material Adverse Operational Effect” means the occurrence of any event or change which results in a material and adverse change in the business, condition (financial or otherwise) or operations of the Authority.

“Maximum Annual Debt Service” means the greatest amount of principal and interest becoming due and payable on all Senior Lien Debt, the Bank Notes, all Parity Debt and, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, all Subordinate Obligations in the Fiscal Year in which the calculation is made or any subsequent Fiscal Year, calculated using the principles and assumptions set forth under the definition of Annual Debt Service.

“Maximum Annual Debt Service Coverage Ratio” means, as of any date of determination, the ratio of (i) the sum of all Sales Tax Revenues received by the Authority for any twelve (12) consecutive months out of the most recently ended eighteen (18) consecutive months immediately preceding the date of determination, compared to the sum (without duplication) of (ii) the aggregate Maximum Annual Debt Service on (a) the Bank Notes, Advances, the Loans, all Parity Debt, all Senior Lien Debt and, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, all Subordinate Obligations then outstanding and (b) the additional Parity Debt, Senior Lien Debt or, with respect to the 130% coverage test described in Section 8.13(i) hereof and the related certification, Subordinate Obligations proposed to be issued. The Maximum Annual Debt Service Coverage Ratio shall be expressed as a percentage.

“Maximum Federal Corporate Tax Rate” means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lenders, the maximum statutory rate of federal income taxation which could apply to the Lenders). As of the Effective Date, the Maximum Federal Corporate Tax Rate is 21%.

“Maximum Rate” means, the lesser of (a) 12% per annum, and (b) the maximum rate of interest permitted by applicable law.

“Miscellaneous Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Program Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Program Document.

“*Moody’s*” means Moody’s Investors Service, Inc. and any successor rating agency.

“*Noteholder*” or “*Holder*” means the holder or owner of any interest in a Bank Note.

“*OFAC*” has the meaning set forth in Section 7.22 hereof.

“*Obligations*” means all Reimbursement Obligations, all fees, expenses and charges payable or reimbursable hereunder to the Administrative Agent or either Lender (including, without limitation, any amounts to reimburse the Administrative Agent or such Lender for any advances or expenditures by it under any of such documents) and all other payment obligations of the Authority to the Administrative Agent or either Lender arising under this Agreement or either Bank Note, in each case, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

“*Ordinances*” means Proposition B and Proposition K.

“*Parity Debt*” has the meaning set forth in the Indenture.

“*Participant*” means any entity to which either Lender has granted a participation in the obligations of such Lender hereunder and of the Authority hereunder and under the related Bank Note.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001), as amended.

“*Payment and Collateral Obligation*” has the meaning set forth in the definition of the term “Invalidity Event” herein.

“*Person*” means an individual, a corporation, a partnership, an association, a limited liability company, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“*Plan*” means an employee benefit plan maintained for employees of the Authority which is covered by ERISA.

“*Pledged Funds*” means all amounts held in the funds and accounts created under the Indenture and pledged thereunder that secure the Bank Notes, the Advances, the Revolving Loans, the Term Loans and the Obligations pursuant to Section 7.01 therein.

“*Program Documents*” means this Agreement, each Bank Note, the Indenture, the CDTFA Contract, the Tax Certificate and any Supplemental Tax Certificate, and any documents related to any of the foregoing, including any exhibit or schedule to any of the foregoing.

“*Proposition B*” means the San Francisco County Transportation Authority Authorization Ordinance adopted and approved by the voters on November 7, 1989 adding Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code.

“*Proposition K*” means the San Francisco County Transportation Authority Reauthorization Ordinance adopted and approved by the voters on November 4, 2003, amending Article 14 of the Business and Tax Regulations Code of the City and County of San Francisco Municipal Code.

“*Rate Reset Date*” means the first Business Day of each calendar month; *provided, however,* that with respect to any Revolving Loan made on the Effective Date (including, without limitation, the Initial Revolving Loan) or on any date other than the first Business Day of a calendar month, “*Rate Reset Date*” also means the Effective Date or the date of such Revolving Loan, as applicable.

“*Rating Agency*” means any of S&P, Moody’s and/or Fitch, as context may require.

“*Rating Documentation*” has the meaning set forth in Section 2.4(a)(viii) hereof.

“*Reimbursement Obligations*” means the obligations of the Authority under this Agreement to repay all Advances and the related Loans, together with interest thereon, pursuant to and in accordance with this Agreement and the portion of each Bank Note evidencing and securing Advances and the related Loans, together with interest thereon.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*Request for Advance*” means any request for an Advance made by the Authority to the Administrative Agent, in the form of Exhibit B hereto, executed and delivered on behalf of the Authority by the manual or facsimile signatures of any Authorized Representative.

“*Resolution*” means, collectively, Resolution No. _____, adopted by the Authority of [DATE], 2021.

“*Revenues*” has the meaning set forth in the Indenture.

“*Revolving Loan*” has the meaning set forth in Section 3.1 hereof.

“*Revolving Loan Maturity Date*” means, with respect to any Revolving Loan, the Commitment Expiration Date or any earlier Termination Date.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted.

“*S&P*” means S&P Global Ratings and any successor rating agency.

“*Sales Tax*” means the retail transactions and use tax imposed by the Ordinances.

“*Sales Tax Related Laws*” means collectively, the Act and the Ordinances.

“*Sales Tax Revenues*” has the meaning set forth in the Indenture.

“*Sales Tax Revenue Obligations*” means, without duplication, all Senior Lien Debt, each Bank Note, all Parity Debt, the Advances, the Loans, the Obligations and all Subordinate Obligations.

“*Secured Debt*” has the meaning set forth in Section 9.1(d)(i) hereof.

“*Senior Lien Debt*” has the meaning set forth in the Indenture.

“*SIFMA Municipal Swap Index*” means the index based upon the weekly interest rates of tax-exempt variable rate issues included in a database maintained by Municipal Market Data or any successor indexing agent which meets the specific criteria established by the Securities Industry and Financial Markets Association.

“*State*” means the State of California.

“*Subordinate Obligations*” has the meaning set forth in the Indenture.

“*Supplemental Tax Certificate*” means a supplemental tax certificate delivered by the Authority in connection with any Advance and the related Revolving Loan or Term Loan substantially in the form of the Tax Certificate or such other form as Bond Counsel may require, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and thereof.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“*Swap Termination Payment*” means, in respect of any Swap Contract, an amount payable by the Authority to compensate the other party to the Swap Contract for any losses and costs that such other party may incur as a result of an event of default or the early termination of the obligations, in whole or in part, of the parties under such Swap Contract.

“*Tax Certificate*” means that certain Tax Compliance Certificate dated [DATE], 2021, by the Authority, as the same may be amended, supplemented or modified from time to time in accordance with the terms hereof and thereof.

“*Taxable Date*” means the date on which interest on any Loan is first includable in gross income of any holder thereof (including either Lender) as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 6.3(e) hereof.

“*Taxable Rate*” means, with respect to a Taxable Period, the product of (i) the average interest rate on any Loan during such period and (ii) the applicable Taxable Rate Factor.

“*Taxable Rate Factor*” means, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“*Term Loan*” means a Revolving Loan that is converted to a Term Loan pursuant to the terms of Section 4.1 hereof.

“*Termination Date*” means the earliest of (i) the Commitment Expiration Date, as such date may be extended or earlier terminated pursuant to Section 2.7 hereof, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.7 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 9.2 hereof.

“*Tier One Acceleration Event*” means any Event of Default set forth in Section 9.1(a)(i), 9.1(c)(ii), 9.1(d)(i), 9.1(e)(ii), 9.1(f), 9.1(i), or 9.1(1) hereof or the occurrence of any event of default under the Indenture (which is not waived pursuant to the terms thereof).

“*Tier Two Acceleration Event*” means any Event of Default other than an Event of Default that is an Immediate Acceleration Event or a Tier One Acceleration Event.

“*Trustee*” means the trustee under the Indenture.

“*United States*” means the United States of America.

“*Variable Rate Indebtedness*” means any indebtedness the interest rate on which is not fixed at the time of incurrence of such indebtedness and has not at some subsequent date been fixed, at a single numerical for the entire term of the indebtedness.

Section 1.2 Accounting Terms and Determinations. Unless otherwise inconsistent with the terms of this Agreement and except for the use of Sales Tax Revenues and Annual Debt Service in covenants and ratios in this Agreement, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Sections 8.2(a) hereof and such change shall result in a change in the

method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the Authority or the Administrative Agent, on behalf of the Lenders, may by notice to the other party hereto, require that the Administrative Agent, the Lenders and the Authority negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Authority shall be the same as if such change had not been made. No delay by the Authority, the Administrative Agent or the other Lenders in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.2, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

Section 1.3 Interpretation. The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (i) the singular includes the plural, and the plural the singular; (ii) words importing any gender include the other gender; (iii) references to statutes are to be construed as including all statutory provisions consolidating and amending, and all regulations promulgated pursuant to, such statutes; (iv) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible font; (v) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (vi) references to the introductory paragraph, recitals, articles, sections (or clauses or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; (vii) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (viii) section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose; (ix) references to Persons include their respective permitted successors and assigns; and (x) in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding.” All references to “funds” herein shall include all accounts and subaccounts therein unless the context clearly requires otherwise.

Section 1.4 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.5 Relation to Other Documents; Acknowledgment of Different Provisions of Program Documents; Incorporation by Reference.

(a) Nothing in this Agreement shall be deemed to amend, or relieve the Authority of its obligations under, any Program Document to which it is a party. Conversely, to the extent that the provisions of any Program Document allow the Authority to take certain actions, or not to take certain actions, with regard for example to permitted liens, transfers of assets, maintenance of financial ratios and similar matters, the Authority nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.5, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Program Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Program Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

ARTICLE II

FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

Section 2.1 Revolving Credit Commitments. Subject to the terms and conditions hereof, each Lender, by its acceptance hereof, severally agrees to make Revolving Loans in U.S. Dollars to the Authority from time to time up to the amount of its Commitment, subject to any reductions thereof pursuant to the terms hereof, before the Termination Date. The sum of the aggregate principal amount of Revolving Loans at any time outstanding shall not exceed the Available Commitment in effect at such time, and the sum of the aggregate principal amount of Revolving Loans extended by either Lender at any time outstanding shall not at any time exceed such Lender's Commitment. Each Loan made by either Lender shall be in a principal amount equal to such Lender's Commitment Percentage of the aggregate principal amount of Loans requested on such occasion. Revolving Loans may be repaid and the principal amount thereof reborrowed prior to the Termination Date, subject to the terms and conditions hereof

Section 2.2 Application. The Authority hereby applies to the Lenders for and authorizes and instructs the Lenders to severally issue for the Authority's account, the Commitment in an initial amount equal to sum of Lender's Commitment Percentage of the Initial Commitment Amount.

Section 2.3 Making of Advances; Use of Proceeds.

(a) Subject to the terms and conditions of this Agreement, each Lender agrees to make Advances from time to time on any Business Day, commencing on the Effective Date and ending on the Revolving Loan Maturity Date, in amounts not to exceed at any time outstanding its respective Commitment available hereunder; *provided*, that neither Lender shall be required to make more than two (2) Advances during any calendar month; *provided, further* that neither Lender shall be required to maintain more than six (6) Advances outstanding at any one time. Each Advance requested shall be in a minimum principal amount of \$1,000,000 or any integral multiples of \$5,000 in excess thereof. Each Advance shall be made solely for the purpose of providing funds

to pay for or refinance capital expenditures in its Expenditure Plan, costs of issuance in connection with this Agreement or any other purpose permitted under the Act, the Ordinances and/or the Indenture. The aggregate amount of all Advances made on any Advance Date shall not exceed the Available Commitment (calculated without giving effect to any Advances made on such date) at 9:00 a.m. New York time on such date.

(b) *Reborrowing.* Within the limits of this Section 2.3, the Authority may borrow, repay pursuant to Section 3.4 hereof and reborrow under this Section 2.3. Upon any prepayment of the related Revolving Loan, the related Available Commitment shall be reinstated as set forth in the definition thereof.

(c) *Method of Borrowing.* (i) Upon receipt of a Request for Advance by the Administrative Agent not later than 11:00 a.m. New York time on the Business Day which is [_____] Business Days immediately prior to the day of the proposed borrowing (*provided, however,* with respect to the proposed borrowing to be made on the Effective Date, the Authority shall only be required to provide the Administrative Agent the Request for Advance [_____] Business Days prior to the Effective Date), the Administrative Agent, subject to the terms and conditions of this Agreement, shall be required to make an Advance by 4:00 p.m. New York time on such day of the proposed borrowing for the account of the Authority in an amount equal to the amount of the requested borrowing. Notwithstanding the foregoing, in the event such Request for Advance is received by the Administrative Agent after 11:00 a.m. New York time on the Business Day which is [_____] Business Days immediately prior to the day of the proposed borrowing, the Administrative Agent shall be required to make the related Advance by 4:00 p.m. New York time on the [_____] Business Day after receipt of the related Request for Advance. The Administrative Agent shall promptly, and in any event not later than 5:00 p.m. on the date of receipt by the Administrative Agent of a Request for Advance, notify the Lenders of each Request for Advance. Any Request for Advance shall be signed by an Authorized Representative set forth on the Authorized Representative Certificate and may be delivered to the Administrative Agent by facsimile or e-mail transmission (with the duly executed Request for Advance attached thereto as a “pdf” (portable document format) or other replicating image attached to the e-mail message), with receipt immediately confirmed telephonically and an original version of the Request for Advance promptly delivered to the Administrative Agent postage prepaid, U.S. mail; *provided* that the receipt of such original is not a condition to the Administrative Agent’s obligation to honor a Request for Advance. Pursuant to Section 3.3 hereof, the Administrative Agent shall determine the initial [Index Rate] for each Advance [_____] Business Days prior to the related Advance Date. Each Advance shall be made by the Administrative Agent by wire transfer of immediately available funds to the Trustee (on behalf of the Authority) in accordance with written instructions provided by the Authority. If, after examination, the Administrative Agent shall have determined that a Request for Advance does not conform to the terms and conditions hereof, then the Administrative Agent shall use its best efforts to give notice to the Authority to the effect that documentation was not in accordance with the terms and conditions hereof and stating the reasons therefor. The Authority may attempt to correct any such nonconforming Request for Advance, if, and to the extent that, the Authority is entitled (without regard to the provisions of this sentence) and able to do so.

(ii) *Disbursement of Advances.* Not later than 1:30 p.m. New York time on the proposed Advance Date, each Lender will make available to the Administrative Agent, for

the account of the Authority, at the office of the Administrative Agent in funds immediately available to the Administrative Agent, such Lender's Commitment Percentage of the Advances to be made on such Advance Date. The Authority hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of each Advance requested pursuant to this Section in immediately available funds by crediting or wiring such proceeds to the deposit account of the Authority identified in the related Request for Advance or as may be otherwise agreed upon by the Authority and the Administrative Agent from time to time. Subject to Section 2.11 hereof, the Administrative Agent shall not be obligated to disburse the portion of the proceeds of any Advances requested pursuant to this Section to the extent that either Lender has not made available to the Administrative Agent its Commitment Percentage of such Advance.

Section 2.4 Conditions Precedent.

(a) *Conditions Precedent to Effective Date.* The obligations of each Lender to make their respective Commitments available hereunder shall be subject to the fulfillment of each of the following conditions precedent on or before the Effective Date in a manner satisfactory to each Lender:

(i) Each Lender shall have received the following documents, each dated and in form and substance as is satisfactory to each Lender:

(1) copies of the resolution(s) of the Board of Commissioners of the Authority approving the execution and delivery of this Agreement, the Bank Notes and the Indenture, certified by an authorized official of the Authority as being true and complete and in full force and effect on the Effective Date;

(2) certified copies of all approvals, authorizations and consents of any trustee, or holder of any indebtedness or obligation of the Authority or any Governmental Authority necessary for the Authority to enter into each of this Agreement, the Bank Notes and the Indenture and the transactions contemplated herein and therein;

(3) (A) the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2020, and a copy of the most recent budget of the Authority (such requirement to be satisfied if such information is available on the Authority's website) and (B) the investment policy of the Authority; and

(4) an executed certificate of an authorized official of the Authority dated the Effective Date certifying as to the authority, incumbency and specimen signatures of the authorized officials authorized to sign this Agreement and the Bank Notes and any other documents to be delivered by it hereunder and who will be authorized to represent the Authority in connection with this Agreement, upon which the Administrative Agent and the Lenders may rely until it receives a new such certificate;

(5) an executed Authorized Representative Certificate;

(6) an executed certificate dated the Effective Date and executed by an Authorized Representative, certifying that as of the Effective Date the Debt Service Coverage Ratio is equal to or greater than 130%;

(7) an executed original or certified copy, as applicable, of each of the Program Documents;

(8) each original executed Bank Note; and

(9) an IRS Form W-9 duly completed by the Authority.

(ii) There shall not have occurred any change or any development involving a prospective change in the financial or operating condition of the Authority or its ability to pay the Obligations from that set forth in the audited annual financial statements of the Authority for the Fiscal Year ended June 30, 2020, provided to the Administrative Agent and the Lenders, that in the judgment of the Administrative Agent or either Lender is material or adverse to the Lenders. No law, regulation, ruling or other action of the United States, the State of California or the State of New York or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Authority, the Administrative Agent or either Lender from fulfilling its respective obligations under this Agreement and the other Program Documents.

(iii) Each Lender shall have received an opinion addressed to the Administrative Agent and each Lender and dated the Effective Date from counsel to the Authority in form and substance reasonably satisfactory to the Lenders and their counsel, which provides for, among other opinions, the following: (1) the execution, delivery and performance by the Authority of this Agreement, each Bank Note and the Indenture are within the Authority's powers, have been duly authorized by all necessary action, and require no action by or in respect of, or filing with, any governmental body, agency or official that has not been accomplished and such execution, delivery and performance does not violate the constitution or laws of the State, (2) this Agreement, each Bank Note and the Indenture have been duly authorized, executed and delivered and this Agreement and each Bank Note are valid, binding and enforceable against the Authority, and (3) such other matters as the Lenders may reasonably request, in form and substance satisfactory to the Lenders and their counsel.

(iv) The following statements shall be true and correct on the Effective Date, and each Lender shall have received a certificate signed by an Authorized Representative, dated the Effective Date, certifying that:

(1) (A) the representations and warranties of the Authority contained in the Indenture, the Bank Notes and this Agreement are true and correct on and as of the Effective Date as though made on and as of such date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date); (B) no Default or Event of Default has occurred and is continuing or would result from the Authority's execution and delivery of this Agreement or the Bank Notes or the acceptance of the Commitment by the Authority; (C) the audited annual financial

statements of the Authority for the Fiscal Year ended June 30, 2020, including the balance sheet as of such date of said period, all examined and reported on by Eide Bailly as heretofore delivered to the Administrative Agent and each Lender correctly and fairly present the financial condition of the Authority as of said date and the results of the operations of the Authority for such period, have been prepared in accordance with GAAP consistently applied except as stated in the notes thereto; (D) since June 30, 2020, except as disclosed to the Administrative Agent and each Lender in writing, there has been no Material Adverse Change or Material Adverse Operational Effect; (E) the acceptance of the Commitment by the Authority pursuant to this Agreement is an arm's length commercial transaction between the Authority, the Administrative Agent and each Lender; (F) the Authority has consulted with its own respective legal and financial advisors in connection with the acceptance of the Commitment by the Authority pursuant to this Agreement; (G) neither the Administrative Agent nor the Lenders have acted as a fiduciary in favor of the Authority with respect to the Bank Notes or the acceptance of the Commitment by the Authority; (H) all conditions precedent set forth in the Indenture with respect to issuance of each Bank Note shall have been satisfied and (I) to the best knowledge of the Authority, the Authority Rating has not been reduced, withdrawn or suspended by any Rating Agency since the dated date of the Rating Documentation; and

(2) No actions, suits or proceedings are pending in which service of process has been completed against the Authority or, to the Authority's knowledge, threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect or a Material Adverse Operational Effect.

(v) Each Lender shall have received an opinion addressed to the Administrative Agent and each Lender and dated the Effective Date of Bond Counsel as to the due authorization, execution and delivery of this Agreement, each Bank Note and the Indenture, and as to the validity and enforceability with respect to the Authority of this Agreement, each Bank Note and the Indenture, the exclusion of interest on the Loans from gross income for federal income tax purposes of the Lenders, the pledge of Revenues securing each Bank Note constituting a valid pledge, and such other matters as the Administrative Agent or either Lender may reasonably request, in form and substance satisfactory to the Administrative Agent, the Lenders and their counsel.

(vi) All necessary action on the part of the Authority shall have been taken as required for the assignment and pledge of a lien on the Revenues for the benefit of the Lenders as described in Section 5.1 hereof.

(vii) All other legal matters pertaining to the execution and delivery of this Agreement, the Bank Notes and the other Program Documents shall be satisfactory to the Administrative Agent, the Lenders and their counsel. The Administrative Agent shall have received evidence satisfactory to the Administrative Agent and the Lenders that all conditions

precedent to the issuance of each Bank Note as Parity Debt pursuant to the Indenture have been satisfied.

(viii) The Administrative Agent shall have received written confirmation dated within ten (10) days prior to the Effective Date of the Authority's current Ratings (referred to herein as the "*Rating Documentation*").

(ix) No Bank Note shall be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document, (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service or (v) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

(x) Each Lender shall have determined (in its sole discretion) that (i) none of the making of any Advances or Loans or the consummation of any of the transactions contemplated by this Agreement, the Bank Notes and the other Program Documents will violate any law, rule, guideline or regulation applicable to the Authority, the Administrative Agent or such Lender, this Agreement or any other Program Document; and (ii) since June 30, 2020, nothing has occurred which would be reasonably likely to result in a Material Adverse Effect or a Material Adverse Operational Effect; and (iii) there has been no material adverse change in the laws, rules or regulations (or their interpretation or administration) that, in any case, may adversely affect the consummation of the transactions contemplated hereby, or by any Program Document.

(xi) Each Lender and the Administrative Agent shall have received such other documents, certificates, opinions, approvals and filings with respect to this Agreement, the Bank Notes and the other Program Documents as either Lender or the Administrative Agent may reasonably request.

(b) *Conditions Precedent to Each Advance.* The obligation of each Lender to make an Advance on any date is subject to the conditions precedent that on the date of such Advance:

(i) The Administrative Agent shall have received a Request for Advance executed by an Authorized Representative set forth on the Authorized Representative Certificate as provided in Section 2.3(c) hereof; *provided, however,* that no Request for Advance is required in connection with the Initial Revolving Loan;

(ii) All representations and warranties of the Authority as set forth in Article VII hereof shall be true and correct in all material respects as though made on the date of such Request for Advance and on the date of the proposed Advance (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date) and no Default or Event of Default shall have occurred and be continuing;

(iii) No Material Adverse Change or Material Adverse Operational Effect shall have occurred;

(iv) The Administrative Agent shall have received an opinion of Bond Counsel dated the date of such Advance and addressed to each Lender as to the exclusion of interest on the Advance and the related Loans from gross income for federal income tax purposes and as to the validity and enforceability with respect to the Authority of this Agreement, each Bank Note and the Indenture, in form and substance satisfactory to the Administrative Agent;

(v) The Administrative Agent shall have received an executed Supplemental Tax Certificate; *provided* that no Supplemental Tax Certificate shall be required in connection with the Initial Revolving Loan;

(vi) The Administrative Agent shall have received evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority; and

(vii) The Commitment and the obligation of the Administrative Agent, on behalf of the Lenders, to make an Advance hereunder shall not have terminated pursuant to Section 9.2 hereof or pursuant to Section 2.7 hereof. Unless the Authority shall have otherwise previously advised the Administrative Agent in writing, delivery to the Administrative Agent of a Request for Advance shall be deemed to constitute a representation and warranty by the Authority that on the date of such Request for Advance and on the date of the proposed Advance each of the foregoing conditions has been satisfied (except that no representation shall be made as to the satisfaction of either Lender) and that all representations and warranties of the Authority as set forth in Article VII hereof is true and correct as though made on the date of such Request for Advance (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date) and on the date of the proposed Advance and no Default or Event of Default shall have occurred and be continuing on the date of such Request for Advance or on the date of the proposed Advance.

(c) Condition Subsequent to Effective Date. Within thirty (30) days of the Effective Date, the Authority shall pay (i) to the Administrative Agent the reasonable fees and expenses of the Administrative Agent and each Lender, of which such Person, as described in Section 2.6(____) hereof, has given written notice to the Authority within ten (10) days of the Effective Date, and (ii) to [Chapman and Cutler LLP], as counsel to the Lenders, the reasonable legal fees and expenses of [Chapman and Cutler LLP] in an amount not to exceed \$_____ plus disbursements of which [Chapman and Cutler LLP], as described in Section 2.6(____) hereof, has given written notice to the Authority within ten (10) days of the Effective Date.

Section 2.5 Interest Rate Determinations. The Administrative Agent shall promptly notify the Authority, the Trustee and each Lender of the interest rate applicable to any Loan (i) upon determination of such interest rate and (ii) on the dates on which the Administrative Agent delivers notice in accordance with in Sections 3.3 and 4.4 hereof, as applicable; *provided, however*, that the failure by the Administrative Agent to provide notice of the applicable interest rate shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder; *provided, further*, that the Administrative Agent shall be deemed to be in compliance with clause (i) of the first sentence of this Section 2.5 if it provides notice of the determination of such interest rate on the dates required by Sections 3.3 and 4.4 hereof, as applicable. At any time that a Term Loan is outstanding, the Administrative Agent shall notify the Authority, the Trustee, the Administrative Agent and each Lender of any change in [applicable rate, if any] promptly

following the establishment of such change; *provided, however*, that the failure by the Administrative Agent to provide notice of such change shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. Each determination by the Administrative Agent of an interest rate shall be conclusive and binding for all purposes, absent manifest error.

Section 2.6 Fees. _____

(a) *Costs, Expenses and Taxes.* The Authority will pay (i) the reasonable fees and disbursements of [Chapman and Cutler LLP], special counsel to the Administrative Agent and the Lenders, incurred in connection with the preparation, execution, filing and administration and delivery of this Agreement and the other Program Documents and (ii) promptly on demand (A) the fees and disbursements of counsel or other reasonably required consultants to the Administrative Agent and either Lender with respect to advising such Persons as to the rights and responsibilities under this Agreement and the other Program Documents after the occurrence of any Default or alleged Default hereunder, or an Event of Default, (B) all reasonable costs and expenses, if any, in connection with any waiver or amendment of, or the giving of any approval or consent under, or any response thereto or the enforcement of this Agreement, the Program Documents and any other documents which may be delivered in connection herewith or therewith, including in each case the reasonable fees and disbursements of counsel to the Lenders or other reasonably required consultants and (C) any amounts reasonably advanced by or on behalf of the Administrative Agent and/or the Lenders to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document, together with interest at the Default Rate. In addition, the Authority shall pay any and all stamp taxes, transfer taxes, documentary taxes, and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, and recording of this Agreement and the security contemplated by the Program Documents (other than taxes based on the net income of either Lender) and agrees to indemnify and hold each Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes and fees, including interest and penalties thereon; *provided, however*, that the Authority may reasonably contest any such taxes or fees with the prior written consent of the Lenders, which consent, if an Event of Default does not then exist, shall not be unreasonably withheld. In addition, the Authority agrees to pay, after the occurrence of a Default, alleged Default or an Event of Default, all costs and expenses (including attorneys' fees and costs of settlement) incurred by the Administrative Agent and/or either Lender in enforcing any obligations or in collecting any payments due from the Authority hereunder by reason of such Default, alleged Default or Event of Default or in connection with any refinancing or restructuring of the credit arrangements provided under this Agreement in the nature of a "workout" or of any collection, insolvency, bankruptcy proceedings or other enforcement proceedings resulting therefrom.

(b) If the Authority shall fail to pay any amount payable under this Section 2.6 as and when due, each such unpaid amount shall bear interest for each day from and including the date it was due until paid in full at the applicable Default Rate. The obligations of the Authority under this Section 2.6 shall survive the termination of this Agreement.

Section 2.7 Reduction and Termination. (a) The Available Commitment shall be reduced from time to time as requested by the Authority within three (3) days of the Authority's

written notice to the Administrative Agent requesting such reduction in the form of Exhibit E hereto; *provided*, that each such reduction amount shall be in an amount equal to \$1,000,000 or an integral multiple thereof.

(b) The Authority may at any time and at its sole option terminate the Commitment upon three (3) Business Days' prior written notice to the Administrative Agent. As a condition to any such termination, the Authority shall pay or cause to be paid to the Administrative Agent, on behalf of the Lenders, all Obligations owed to each Lender (other than Term Loan which shall be payable pursuant to the terms of Section 4.5 hereof).

Section 2.8 Extension of Commitment Expiration Date. The Authority may request an extension of the Commitment Expiration Date in writing substantially in the form of Exhibit C hereto to the Administrative Agent not more than one hundred eighty (180) days prior to the then current Commitment Expiration Date. The Administrative Agent, on behalf of the Lenders, will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Lenders' judgment, to permit the Lenders to make an informed credit decision. If the Administrative Agent, on behalf of the Lenders, fails to definitively respond to such request within such 60-day period, the Lenders shall be deemed to have refused to grant the extension requested. The Lenders may, in their sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless Administrative Agent, on behalf of the Lenders, shall have consented thereto in writing in the form of Exhibit F hereto or otherwise. Either Lender's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Lenders (which may include, but shall not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Lenders with respect to the tax-exempt status of the Loans).

Section 2.9 Funding Indemnity. In the event that any Lender shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by such Lender to make any Advance, Revolving Loan or Term Loan or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to such Lender) as a result of any optional payment or prepayment of any Advance, or Revolving Loan on a date other than a Rate Reset Date for any reason, whether before or after default, then upon the demand of the Administrative Agent, on behalf of such Lender, the Authority shall pay to the Administrative Agent, on behalf of such Lender, a payment or prepayment premium, as applicable in such amount as will reimburse such Lender for such loss, cost, or expense. If the Administrative Agent, on behalf of either Lender, requests such payment or prepayment premium, as applicable, it shall provide to the Authority a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such payment or prepayment premium, as applicable in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 2.10 Payments. All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Authority hereunder shall be made to the Administrative Agent for the benefit of the Lenders at the Administrative Agent's Office in Dollars and in immediately available funds not later than 12:00 p.m. New York time, on the date specified herein. All payments received by the Administrative Agent after 12:00 p.m. New York time, shall

be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. Upon receipt by the Administrative Agent of each such payment, the Administrative Agent shall distribute to each such Lender at its address for notices set forth herein its Commitment Percentage (or other applicable share as provided herein) of such payment and shall wire the amount of such credit to each Lender by 5:00 p.m. New York time on the date the Administrative Agent receives each such payment. Each payment to the Administrative Agent of Administrative Agent's fees or expenses shall be made for the account of the Administrative Agent and any amount payable to either Lender hereunder shall be paid to the Administrative Agent for the account of the applicable Lender. If any payment to be made by the Authority shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. Notwithstanding anything herein to the contrary, where this Agreement provides for payment by the Authority to the Administrative Agent for any amount, the Authority may satisfy such obligation by causing the Trustee to pay such amount directly to the Administrative Agent from Revenues under the Indenture.

Section 2.11 Obligations of Lenders. (a) *Funding by Lenders.* The Administrative Agent shall only make available to the Authority on an Advance Date such amounts as actually received by the Administrative Agent from the Lenders for the purpose of making the related Advance. Notwithstanding the foregoing, in the event either Lender has not in fact made its share of the applicable Advance available to the Administrative Agent and the Administrative Agent shall have nonetheless made such Advance available to the Authority, then the applicable Lender agrees to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Authority to but excluding the date of payment to the Administrative Agent, at the greater of the daily average Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Once such Lender pays its share of the applicable Advance to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Advance. Until the Lender pays its share of the applicable Advance to the Administrative Agent, such amount shall bear interest and be payable in all respects as set forth herein with respect to Loans but such amounts shall be payable to the Administrative Agent instead of such Lender.

(b) *Nature of Obligations of Lenders Regarding Extensions of Credit.* The obligations of the Lenders under this Agreement to make the Loans are several and are not joint or joint and several. The failure of either Lender to make available its Commitment Percentage of any Loan requested by the Authority shall not relieve it or the other Lender of its obligation, if any, hereunder to make its Commitment Percentage of such Loan available on the Advance Date, but neither Lender shall be responsible for the failure of the other Lender to make its Commitment Percentage of such Loan available on the Advance Date.

ARTICLE III

REVOLVING LOANS

Section 3.1 Making of Revolving Loans. Each Advance (including, without limitation, the Initial Revolving Loan) shall constitute a loan made by a Lender to the Authority on the date

of such Advance (or with respect to the Initial Revolving Loan, the Effective Date) (individually, a “*Revolving Loan*” and collectively, the “*Revolving Loans*”). Each Revolving Loan shall constitute Parity Debt under the Indenture.

Section 3.2 Revolving Loans Evidenced by Notes. The Revolving Loans shall be evidenced by the Bank Notes to be issued on the Effective Date, payable to the respective Lender in a principal amount up to such Bank’s Commitment on the Effective Date and otherwise duly completed. All Revolving Loans made by a Lender and all payments and prepayments made on account of principal thereof shall be recorded by such Lender on the schedule (or a continuation thereof) attached to the related Bank Note, it being understood, however, that failure by such Lender to make any such endorsement shall not affect the obligations of the Authority hereunder or under the related Bank Note in respect of unpaid principal and interest on any Revolving Loan. Each entry on a Bank Note with respect to a Revolving Loan schedule shall reflect the applicable principal amount and the applicable interest rate.

Section 3.3 Interest on Revolving Loans. Each Revolving Loan made or maintained by either Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof at a rate per annum equal to the [Index Rate] for such Interest Period; *provided, further*, that, the initial [Index Rate] for a particular Advance relating to a Revolving Loan shall be determined by the Administrative Agent [_____] Business Days prior to the related Advance Date (or with respect to the Initial Revolving Loan, the Effective Date); *provided that*, the next succeeding [Index Rate] for such Advance shall be determined by the Administrative Agent on the Rate Reset Date immediately succeeding the Advance Date. Interest on each Loan shall be payable by the Authority to the Administrative Agent, on behalf of the Lenders, on each Interest Payment Date and on the Revolving Loan Maturity Date. Not less than two (2) Business Days prior to each Interest Payment Date, the Administrative Agent shall deliver to the Authority, the Lenders and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of interest due and payable on such Revolving Loan on such Interest Payment Date; *provided, however*, that the failure by the Administrative Agent to provide notice of the amount of interest due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder.

Section 3.4 Repayment of Revolving Loans. The principal of each Revolving Loan shall be repaid in full by the Authority to the Administrative Agent, on behalf of the Lenders, on the Revolving Loan Maturity Date; *provided*, that if the conditions to the making of the Term Loan set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date, the principal of all Revolving Loans shall be paid from the proceeds of the Term Loan.

Section 3.5 Prepayment of Revolving Loans. Subject to Section 2.9 hereof, the Authority may prepay any Revolving Loan, in whole or in part, on any Business Day provided at least three (3) days’ written notice is provided by the Authority to the Administrative Agent. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

ARTICLE IV

THE TERM LOAN

Section 4.1 Term Loan. The outstanding principal amount of a Revolving Loan shall convert to a Term Loan on the Revolving Loan Maturity Date, if the conditions set forth in Section 4.2 hereof are satisfied on the Revolving Loan Maturity Date. The Term Loan shall constitute Parity Debt under the Indenture.

Section 4.2 Conditions Precedent to Term Loan. The obligation of the Lenders to convert the principal amount owed for all Revolving Loans to the Term Loan shall be subject to the fulfillment of each of the following conditions precedent on or before the Revolving Loan Maturity Date in a manner satisfactory to the Administrative Agent and each Lender:

(a) The following statements shall be true and correct on the Conversion Date, and the Administrative Agent shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by an Authorized Representative set forth on the Authorized Representative Certificate and dated the Conversion Date, stating that:

(i) the representations and warranties of the Authority contained in the Indenture, the Bank Notes and this Agreement are true and correct, and deemed made, on and as of the Conversion Date as though made on and as of such date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty shall be true and correct as of such earlier date); and

(ii) no Default or Event of Default has occurred and is continuing as of such Conversion Date or would result from converting the Revolving Loans to a Term Loan as requested; and

(b) (i)(A) the Administrative Agent and each Lender shall be satisfied that the opinion of Bond Counsel delivered pursuant to Section 2.4(b)(iv) hereof remains in full force and effect with respect to the Term Loan or (B) the Lenders shall have received (1)(x) an opinion from Bond Counsel dated the date of the Term Loan as to the exclusion of interest on the Term Loan from gross income for federal income tax purposes, in form and substance satisfactory to each Lender and as to the validity and enforceability with respect to the Authority of this Agreement, each Bank Note and the Indenture, (y) an executed Supplemental Tax Certificate and (z) an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority or (2) the Lenders shall have received an opinion of Bond Counsel in form and substance satisfactory to each Lender (x) that such conversion will not adversely affect the tax exempt status of the interest on the Loans and (y) as the validity and enforceability with respect to the Authority of this Agreement, each Bank Note and the Indenture.

Section 4.3 Term Loan Evidenced by Bank Notes. The principal amount of the Term Loan shall also be evidenced by the Bank Notes in a principal amount equal to each Lender's Commitment Percentage in effect on the Revolving Loan Maturity Date. The Term Loan made by the Lenders and all payments and prepayments on the account of the principal and interest of

the Term Loan shall be recorded by such Lender on the schedule attached to the related Bank Note; *provided, however*, that the failure of such Lender to make any such endorsement or any error therein shall not affect the obligations of the Authority hereunder or under the related Bank Note in respect of unpaid principal and interest on the Term Loan.

Section 4.4 Interest on Term Loan. The Term Loan shall bear interest from the Conversion Date to the date the Term Loan is paid in full at a rate per annum equal to the Lender Rate as determined by the Administrative Agent pursuant to Section 2.5 hereof. Interest on the Term Loan shall be paid by the Authority to the Administrative Agent, for the account of the Lenders, monthly in arrears on each Interest Payment Date. Interest on the Term Loan shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed. Not less than two (2) Business Days prior to each Interest Payment Date, the Administrative Agent shall deliver to the Authority, the Lenders and the Trustee written notice, upon which the Authority, the Lenders and the Trustee may conclusively rely, of the amount of interest due and payable on the Term Loan on such Interest Payment Date; *provided, however*, that the failure by the Administrative Agent to provide notice of the amount of interest due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder.

Section 4.5 Repayment of Term Loan. The principal of the Term Loan shall be paid by the Authority in installments payable on each Amortization Payment Date (each such payment, an “*Amortization Payment*”), with the final installment in an amount equal to the entire then-outstanding principal amount of the Term Loan to be paid in full on the Amortization End Date (the period commencing on the Conversion Date and ending on the Amortization End Date is herein referred to as the “*Amortization Period*”). Each Amortization Payment shall be that amount of principal which will result in equal (as nearly as possible) aggregate Amortization Payments over the Amortization Period. Not less than two (2) Business Days prior to each Amortization Payment Date, the Administrative Agent shall deliver to the Authority, the Lenders and the Trustee written notice, upon which the Authority and the Trustee may conclusively rely, of the amount of principal due and payable on the Term Loan on such Amortization Payment Date; *provided, however*, that the failure by the Administrative Agent to provide notice of the amount of principal due and payable shall not relieve the Authority of its obligation to make payment of amounts as and when due hereunder. The Authority acknowledges that the foregoing payment schedule may result in a final payment substantially higher than the preceding payments. Subject to Section 9.2 hereof, upon the occurrence of an Event of Default, the Administrative Agent, with the consent of the Lenders, or, pursuant to Section 9.3 hereof, either Lender may cause the acceleration of the related Bank Note by delivering a written notice to the Trustee and the Authority that an Event of Default has occurred and is continuing and instructing the Trustee and the Authority that the related Bank Note is subject to acceleration.

Section 4.6 Prepayment of Term Loan. The Authority may prepay the Term Loan, in whole or in part, on any Business Day, without cost, penalty or premium, provided at least three (3) days’ written notice is provided by the Authority to the Administrative Agent. Each such notice of optional prepayment shall be irrevocable and shall bind the Authority to make such prepayment in accordance with such notice. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

ARTICLE V

SECURITY

Section 5.1 Security. (a) The Obligations of the Authority hereunder are special obligations secured by a pledge of and lien on the Revenues and Pledged Funds pursuant to the Indenture.

(b) The Reimbursement Obligations of the Authority hereunder shall constitute Parity Debt under the Indenture and the Indenture creates the pledge of the Revenues and the Pledged Funds to secure the Reimbursement Obligations. Such pledge of and lien on the Revenues and the Pledged Funds under the Indenture is a valid and binding pledge of the Authority, on a *pari passu* basis with the holders of all Parity Debt and shall only be subordinate to the Lien on Revenues and the Pledged Funds securing Senior Lien Debt, if any. No filing, registration, recording or publication of the Indenture or any other instrument nor any prior separation or physical delivery of the Revenues or the Pledged Funds is required to establish the pledge provided for under the Indenture or to perfect, protect or maintain the Lien created thereby on the Revenues, the Pledged Funds and amounts held under the Indenture to secure each Bank Note.

(c) The Authority hereby grants, in addition to such grant under the Indenture, to the Lenders a Lien on and pledge of the Revenues and the Pledged Funds to secure all Obligations of the Authority under this Agreement (other than Reimbursement Obligations) and the payment of the portion of the Bank Notes evidencing and securing Obligations (other than Reimbursement Obligations) which such Lien on and pledge of the Revenues and the Pledged Funds shall be junior and subordinate in all respects to the Liens on, security interest in and the pledge of the Revenues and the Pledged Funds set forth in the Indenture and this Agreement securing the Senior Lien Debt and Parity Debt, as applicable. No filing, registration, recording or publication of this Agreement or the Trust Agreement or any other instrument nor any prior separation or physical delivery of the Revenues or the Pledged Funds is required to establish the pledge provided for under this Agreement or the Indenture or to perfect, protect or maintain the Lien created thereby on the Revenues and the Pledged Funds to secure the Obligations hereunder.

(d) The Authority's obligations to repay each Advance, Revolving Loan and Term Loan and to pay interest thereon as provided herein and to pay all other Obligations shall be evidenced and secured by the Bank Notes, and the Authority shall, without duplication (i) make a principal payment on each Bank Note on each date on which the Authority is required to make a principal payment on an Advance, Revolving Loan and Term Loan, as applicable, in an amount equal to the related Lender's Commitment Percentage of the principal payment due on such date, (ii) pay interest on each Bank Note on each date on which the Authority is required to make an interest payment with respect to an Advance, Revolving Loan and Term Loan, as applicable, in an amount equal to the related Lender's Commitment Percentage of the interest payment due on such date and (iii) make payment on each Bank Note on each date on which any other Obligation is due and owing hereunder in an amount equal to the related Lender's Commitment Percentage of the amount of such Obligation on such date.

ARTICLE VI

LIABILITY, INDEMNITY AND PAYMENT

Section 6.1 Liability of the Authority. The Authority and the Lenders agree that the obligation of the Authority to pay the Obligations are contractual obligations of the Authority payable solely from the Revenues and shall not be affected by, and neither the Administrative Agent nor any Lender shall be responsible for, among other things, (i) the validity, genuineness or enforceability of this Agreement, the Bank Notes or documents, notices or endorsements relating thereto (even if this Agreement or any documents, notices endorsements relating thereto should in fact prove to be in any and all respects invalid, fraudulent or forged), (ii) the use to which the amounts disbursed by either Lender may be put, or (iii) any other circumstances or happenings whatsoever, whether or not similar to any of the foregoing.

Section 6.2 Indemnification by the Authority. (a) In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Authority hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Administrative Agent (and any sub-agent thereof), the Lenders, each Participant and each Noteholder and their respective officers, directors and agents (each, an “*Indemnatee*”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys’ fees) which may incur or which may be claimed against an Indemnatee by any Person or entity whatsoever (collectively, the “*Liabilities*”) by reason of or in connection with (i) the execution and delivery or transfer of, or payment or failure to pay under, any Program Document; (ii) the making of any Advances or any Loans; (iii) the use of the proceeds of the Bank Notes, Advances or Loans; (iv) any breach by the Authority of any warranty, covenant, term or condition in, or the occurrence of any default by it under any of the Program Documents, together with all reasonable expenses resulting from the compromise or defense of any claims or liabilities arising as a result of any such breach or default; (v) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Administrative Agent or either Lender from paying any amount under this Agreement (other than actions or proceedings instituted by or on behalf of the Administrative Agent or either Lender); or (vi) any investigation, litigation or other proceeding (whether or not the Administrative Agent, either Lender or any Participant is a party thereto) related to the entering into and/or each performance of any of the Program Document or the use of the proceeds of any Advance or any Loan under this Agreement; *provided* that the Authority shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnatee, as determined by a court of competent jurisdiction in a final nonappealable judgment. Nothing under this Section 6.2 is intended to limit the Authority’s payment of the Obligations. To the fullest extent permitted by applicable law, the Authority shall not assert, and hereby waives, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Program Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof.

(b) Notwithstanding anything to the contrary contained in this Section 6.2, (i) the Authority shall have no obligation to indemnify the Administrative Agent or either Lender for

damages that the Authority proves were caused solely out of the gross negligence or willful misconduct of such Person, as determined by a court of competent jurisdiction in a final non-appealable judgment, and (ii) the Authority shall have a claim against the Administrative Agent or the Lenders, as the case may be, and the Administrative Agent or either Lender, as the case may be, shall be liable to the Authority, to the extent of any direct, as opposed to consequential, damages suffered by the Authority which the Authority proves were caused solely by the Administrative Agent or such Lender's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.

(c) The obligations of the Authority under this Section 6.2 shall survive the payment of the Bank Notes, the Loans and all other Obligations and the termination of this Agreement.

(d) *Reimbursement by Lenders.* To the extent that the Authority for any reason fails to indefeasibly pay any amount required under Section 2.6() hereof or clause (a) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent) such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Commitment Percentage at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender).

Section 6.3 Increased Costs. (a) If either Lender shall determine that any Change in Law now existing or hereafter adopted shall:

(i) impose, modify or deem applicable any reserve, capital or liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, or other acquisitions of funds by, such Lender, any Participant or any Noteholder;

(ii) subject either Lender, any Participant or any Noteholder to any Tax (except for Taxes on the overall net income or share capital of the Lenders, such Participant or such Noteholder) of any kind whatsoever with respect to this Agreement, any Bank Note, the Advances, the Revolving Loans or the Term Loan or change the basis of taxation of payments to either Lender, such Participant or such Noteholder in respect thereof (except for Indemnified Taxes or Miscellaneous Taxes covered by Section 6.4 hereof and the imposition of, or any change in the rate of any Excluded Tax payable by either Lender, such Participant or such Noteholder); or

(iii) impose upon either Lender, any Participant or any Noteholder any other condition or expense with respect to this Agreement, any Bank Note, the Advances, the Revolving Loans, or the Term Loan;

and the result of any of the foregoing is to increase the cost to, reduce the income receivable by, or impose any expense (including loss of margin) upon such Lender, such Participant or such Noteholder with respect to this Agreement, either Bank Note, the Advances, the Revolving Loans or the Term Loan (or in the case of any capital adequacy or similar requirement, to have the effect of reducing the rate of return on such Lender's, any Participant's or any Noteholder's capital), then the Administrative Agent shall from time to time notify, or cause to be notified, the Authority of

the amount determined in good faith by such Lender, such Participant or such Noteholder, as applicable (which determination shall be conclusive absent manifest error) to be necessary to compensate such Lender, such Participant or such Noteholder, as applicable, for such increase, reduction or imposition and provide the Authority with the calculations made to determine such amount.

(b) *Capital or Liquidity Requirements.* If either Lender, any Participant or any Noteholder determines that any Change in Law affecting such Lender, such Participant or such Noteholder, as applicable, or any of their parent or holding companies, if any, regarding capital or liquidity requirements, has or would have the effect of (i) affecting the amount of capital or liquidity required or expected to be maintained by either Lender or such Participant or either Lender's or such Participant's parent or holding company, as applicable, to a level above that which such Lender or such Participant or Lender's or such Participant's parent or holding company would have maintained but for such Change in Law or (ii) reducing the rate of return on such Lender, such Participant or such Noteholder, or any of their parent or holding companies, holding, if any, as a consequence of this Agreement, or making, maintenance or funding of, any Loan hereunder, to a level below that which such Lender, such Participant or such Noteholder, or their respective parent or holding companies could have achieved but for such Change in Law (taking into consideration such Lender's, such Participant's or such Noteholder's policies and the policies of their parent or holding companies with respect to capital or liquidity adequacy, as applicable), then from time to time upon written request of such Lender as set forth in clause (c) of this Section, the Authority shall promptly pay to such Lender, such Participant or such Noteholder, as the case may be, such additional amount or amounts as will compensate such Lender, such Participant or such Noteholder, or their parent or holding companies, as applicable, for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of a Lender, any Participant or any Noteholder setting forth the amount or amounts necessary to compensate such Lender, such Participant or such Noteholder, or their parent or holding companies, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Authority, shall be conclusive absent manifest error. The Authority shall pay such Lender, such Participant or such Noteholder, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof

(d) *Delay in Requests.* Failure or delay on the part of the Administrative Agent, either Lender, such Participant or such Noteholder to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's, such Participant's or such Noteholder's right to demand such compensation. The Authority shall not be required to compensate, or cause to be compensated, the Administrative Agent, either Lender, such Participant or such Noteholder or any of their parent or holding companies, as applicable, pursuant to this Section 6.3 in respect of a period occurring more than six (6) months prior to the date the above-described written demand is given to the Authority with respect thereto (the "*Cut-Off Date*"), except where (i) the Administrative Agent, either Lender, such Participant or such Noteholder or the Administrative Agent's, either Lender's, such Participant's or such Noteholder's parent or holding company, as applicable, had no actual knowledge of the action resulting in such increased costs, increased capital or charges or reduction in rate of return, as applicable, as of the Cut-Off Date or (ii) such increased costs, increased capital or reduction in rate of return applies to the Administrative Agent,

such Lender, such Participant or such Noteholder or the Administrative Agent's, such Lender's, such Participant's or such Noteholder's parent or holding company, as applicable, retroactively to a date prior to the Cut-Off Date.

(e) (i) In the event a Taxable Date occurs, the Authority hereby agrees to pay to each Lender, any Participant or the Noteholder on demand therefor (1) an amount equal to the positive difference between (A) the amount of interest that would have been paid to such Lender, such Participant or the Noteholder, as applicable, on any Revolving Loans and/or Term Loan during the period for which interest on such Revolving Loans and/or Term Loan, as applicable, is includable in the gross income of such Lender, such Participant or the Noteholder, as applicable, if such Revolving Loans and/or Term Loan had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to such Lender, such Participant or the Noteholder, as applicable, during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by such Lender, any Participant or a Noteholder, as applicable, as a result of interest on the Revolving Loans and/or Term Loan becoming includable in the gross income of such Lender, such Participant or such Noteholder, as applicable, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by such Lender, such Participant or such Noteholder, as applicable, in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, such Lender shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on such Revolving Loans and/or Term Loan to be includable in the gross income of such Lender, any Participant or such Noteholder or (2) any challenge to the validity of the tax exemption with respect to the interest on the Revolving Loans and/or Term Loan, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall such Lender, any Participant or the Noteholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Authority or any other Person.

(iii) As a condition precedent to the exercise by the Authority of its right to contest set forth in clause (ii) above, the Authority shall, on demand, immediately reimburse such Lender, such Participant or such Noteholder, as applicable, for any and all reasonable expenses (including reasonable attorneys' fees for services that may be required or desirable) that may be incurred by such Lender, such Participant or such Noteholder, as applicable, in connection with any such contest, and shall, on demand, immediately reimburse such Lender, such Participant or such Noteholder, as applicable, for any and all penalties or other charges payable by such Lender, such Participant or such Noteholder, as applicable, for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 6.3 shall survive the termination of the Commitment and this Agreement.

Section 6.4 Taxes.

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.* Any and all payments by or on account of any obligation of the Authority hereunder and under each Bank Note shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Miscellaneous Taxes; provided that if the Authority shall be required by Applicable Law to deduct any Indemnified Taxes (including any Miscellaneous Taxes) from such payments, then (i) to the fullest extent permitted by Applicable Law, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) each Lender, such Participant or such Noteholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Authority shall make such deductions and (iii) the Authority shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) *Payment of Miscellaneous Taxes by the Authority.* Without limiting the provisions of paragraph (a) above, the Authority shall timely pay any Miscellaneous Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) *Indemnification by the Authority.* The Authority, to the fullest extent permitted by law, shall indemnify the Administrative Agent, each Lender, each Participant and each Noteholder, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes or Miscellaneous Taxes (including Indemnified Taxes or Miscellaneous Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender, such Participant or such Noteholder and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Miscellaneous Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the Authority by the Administrative Agent and such Lender, as applicable, shall be conclusive absent manifest error. In addition, the Authority shall indemnify the Administrative Agent and such Lender, any Participant and the other Noteholder, within ten (10) days after demand therefor, for any additional amounts that the Administrative Agent and such Lender, any Participant or any Noteholder is required to pay as a result of any failure of the Authority to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Administrative Agent and such Lender, any Participant and the other holders of a Note, as applicable, pursuant to clause (d), documentation evidencing the payment of Taxes.

Prior to claiming compensation pursuant to this subsection (c), the Administrative Agent, such Lender, the Participant or the Noteholder, as applicable, will use reasonable efforts to investigate the alternatives (if any) for avoiding the need for, or the reduction of the amount of, such compensation, and the Administrative Agent, such Lender, the Participant or the Noteholder, as applicable, shall take all reasonable steps to so avoid the need for, or reduce the amount of such compensation, *provided that*, none of the Administrative Agent, the Lenders, the Participant or the Noteholder shall be obligated to take any steps that are adverse to its business or operations or inconsistent with its policies. The Administrative Agent, the Lenders, the Participant and the Noteholder, as applicable, agrees to repay the Authority any refund (including that portion of any interest that was included as part of such refund) with respect to Taxes paid by the Authority pursuant to this subsection (c) received by the Administrative Agent, the Lenders, the Participant or the Noteholder, as applicable, for Taxes that were paid by the Authority pursuant to this

subsection (c) and to contest, with the cooperation and at the expense of the Authority any such Taxes which the Administrative Agent, the Lenders or the Authority reasonably believes not to have been properly assessed.

(d) *Evidence of Payments.* As soon as practicable after any payment of Indemnified Taxes or Miscellaneous Taxes by the Authority to a Governmental Authority, the Authority shall deliver to the Administrative Agent, the applicable Lender, such Participant or such Noteholder, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent, such Lender, such Participant or such Noteholder, as applicable.

(e) *Treatment of Certain Refunds.* If the Administrative Agent, either Lender, any Participant or any Noteholder determines, in its sole discretion, that it has received a refund of any Taxes or Miscellaneous Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid by the Authority pursuant to this Section), it shall pay to the Authority an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section with respect to the Taxes or Miscellaneous Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of such Lender, such Participant or such Noteholder, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the Authority, upon the request of such Lender, such Participant or such Noteholder, as applicable, agrees to repay the amount paid over pursuant to this Section (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender, such Participant or such Noteholder, as applicable, in the event such Lender, such Participant or such Noteholder, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (e), in no event will such Lender, such Participant or such Noteholder, as applicable, be required to pay any amount to the Authority pursuant to this paragraph (e) the payment of which would place such Lender, such Participant or such Noteholder, as applicable, in a less favorable net after-Tax position than such Lender, such Participant or such Noteholder, as applicable, would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require such Lender, such Participant or such Noteholder, as applicable, to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Authority or any other Person.

(f) *Survival.* Without prejudice to the survival of any other agreement of the Authority hereunder, the agreements and obligations of the Authority contained in this Section shall survive the termination of this Agreement and the payment in full of the Bank Notes and the Obligations of the Authority thereunder and hereunder.

(g) *Status of Lenders; Tax Documentation.* (i) If either Lender, a Participant or a Noteholder is entitled to an exemption from or reduction of withholding Taxes with respect to payments made hereunder or under any Program Document, such Lender, such Participant or such Noteholder, as applicable, shall deliver to the Authority and the Administrative Agent at the time or times reasonably requested by the Authority or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Authority or as will permit

such payments to be made without withholding or at a reduced rate of withholding. In addition, such Lender, such Participant or such Noteholder if reasonably requested by the Authority, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Authority as will enable the Authority to determine whether or not such Lender, such Participant or such Noteholder is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 6.4(g)(ii) below) shall not be required if, in such Lender's, such Participant's or such Noteholder's reasonable judgment, such completion, execution or submission would subject such Lender, such Participant or such Noteholder to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender, such Participant or such Noteholder.

(ii) Without limiting the generality of the foregoing, if the Authority is resident for tax purposes in the United States, such Lender, such Participant or such Noteholder shall deliver to the Authority (and from time to time thereafter upon the reasonable request of the Authority), executed originals of IRS Form W-9 certifying that such Lender, such Participant or such Noteholder, as applicable, is exempt from U.S. federal backup withholding tax.

Section 6.5 Calculation of Interest and Fees; Maximum Interest Rate; Default Rate. (a) Interest on Revolving Loans and Term Loan and fees payable hereunder shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed.

(b) Any and all amounts remaining unpaid when due under this Agreement shall bear interest at the Default Rate until repaid and shall be payable upon demand. Any such amounts which constitute interest remaining unpaid when due shall be added to principal, and such interest shall, in turn, bear interest at the Default Rate until repaid and shall be payable upon demand. Upon the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at the Default Rate, which interest shall be payable by the Authority to the Administrative Agent upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

(c) In the event that the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Rate (the "*Excess Interest Amount*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the Authority shall pay to the Administrative Agent, with respect to amounts then payable to the Lenders that are required to accrue interest hereunder, such portion of the deferred Excess Interest Amount as will cause the rate of interest then paid to the Administrative Agent, to equal the Maximum Rate, which payments of deferred Excess Interest Amount shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest Amount is fully paid to the Administrative Agent. Notwithstanding the foregoing, on the date on which no principal amount with respect to the Loans remains unpaid, the Authority shall pay to the Administrative Agent on behalf of the Lenders a fee equal to any accrued and unpaid Excess Interest Amount.

(d) All amounts paid pursuant to this Agreement shall be non-refundable and shall be paid in immediately available funds.

Section 6.6 Liability of the Lender. None of the Administrative Agent, any Lender nor any of their officers, directors, employees, representatives or agents shall be liable or responsible for (i) the use which may be made of any Advances, any Loans or this Agreement or for any acts, omissions, errors, interruptions, delays in transmission, dispatch or delivery of any message or advice, however transmitted, of the Administrative Agent or either Lender in connection with this Agreement, any Advances, any Loans or any Bank Note, (ii) any action, inaction or omission which may be taken by the Administrative Agent or either Lender in connection with this Agreement, any Advances, any Loans or any Bank Note, (iii) the validity, sufficiency or genuineness of documents, or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (iv) payment by the Administrative Agent against presentation of documents which do not comply with the terms of this Agreement or a Request for Advance, including failure of any documents to bear any reference or adequate reference to this Agreement, or (v) any other circumstances whatsoever in making or failing to make payment under this Agreement or pursuant to a Request for Advance, except for acts or events described in the immediately preceding clauses (i) through (v), to the extent, but only to the extent, of any direct, as opposed to special, indirect, consequential or punitive, damages (the right to receive special, indirect, consequential or punitive damages being hereby waived) suffered by it which the Authority proves were caused by (y) the Administrative Agent's willful misconduct or gross negligence in determining whether documents presented under this Agreement comply with the terms of this Agreement or (z) the Administrative Agent's failure to pay hereunder after the presentation to it of a Request for Advance strictly complying with the terms and conditions of this Agreement. The Authority further agrees that any action taken or omitted by the Administrative Agent or either Lender under or in connection with this Agreement or the related draft or documents, if done without willful misconduct or gross negligence, shall be effective against the Authority as to the rights, duties and obligations of the Administrative Agent and such Lender and shall not place the Administrative Agent or any such Lender under any liability to the Authority. In furtherance and not in limitation of the foregoing, the Administrative Agent may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

Section 6.7 Obligations Unconditional. The Authority's obligation to repay the Revolving Loans and the Term Loan and all of its other Obligations under this Agreement shall be absolute and unconditional under any and all circumstances, including without limitation: (a) any lack of validity or enforceability of this Agreement, any Bank Note or any of the other Program Documents; (b) any amendment or waiver of or any consent to departure from all or any of the Program Documents; (c) the existence of any claim, set-off, defense or other right which the Authority may have at any time against the Administrative Agent, either Lender or any other person or entity, whether in connection with this Agreement, the other Program Documents, the transactions contemplated herein or therein or any unrelated transaction; or (d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing; and irrespective of any setoff, counterclaim or defense to payment which the Authority may have against the Administrative Agent, either Lender, any Participant, or any other Person, including, without limitation, any defense based on the failure of any non-application or misapplication of the proceeds of Advances hereunder, and irrespective of the legality, validity, regularity or

enforceability of this Agreement, any Bank Note or any or all other Program Documents, and notwithstanding any amendment or waiver of (other than an amendment or waiver signed by the Administrative Agent and the Lenders explicitly reciting the release or discharge of any such obligation), or any consent to, or departure from, this Agreement, any Bank Note or any or all other Program Documents or any exchange, release, or non-perfection of any collateral securing the obligations of the Authority hereunder; *provided, however*, that nothing contained in this Section 6.7 shall abrogate or otherwise affect the rights of the Authority pursuant to Section 6.6 hereof.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent and each Lender to enter into this Agreement, the Authority makes the following representations and warranties to the Administrative Agent and each Lender:

Section 7.1 Organization; Existence. The Authority is a public entity established pursuant to the laws of the State of California validly organized and existing under and by virtue of the laws of the State of California.

Section 7.2 Power and Authority. The Authority has (and had at the time of adoption, execution, delivery, issuance, sale or performance) full power, right and authority to (a) own its properties and carry on its business as now conducted, (b) execute and deliver each of the Program Documents and to perform its obligations under each of the Program Documents to which it is a party, and any and all instruments and documents required to be executed, adopted or delivered pursuant to or in connection herewith or therewith; (c) issue each Bank Note as provided in the Program Documents and make payment of principal and interest, if any, on each Bank Note and to pay the Obligations at the times and in the manner set forth herein; and (d) perform each and all of the matters and things herein and in the Program Documents provided for and the Authority has complied in all material respects with the laws of the State in all matters relating to such execution, delivery and performance.

Section 7.3 Due Authorization, Etc. Each of the Program Documents to which the Authority is a party have been duly authorized, executed, issued and delivered. This Agreement and each of the other Program Documents to which the Authority is a party constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their terms, except as such enforceability may be limited by the valid exercise of judicial discretion and the constitutional powers of the United States of America and to valid bankruptcy, insolvency, reorganization, moratorium, or other similar laws and equitable principles relating to or affecting creditors' rights generally from time to time in effect, the limitations on legal remedies imposed on actions against public entities in the State, and the application of State laws relating to conflicts of interest to which public entities are subject. The Obligations are payable from and secured by Revenues as set forth herein and in the Indenture.

Section 7.4 Necessary Actions Taken. The Authority has taken all actions necessary to be taken by it (a) for the issuance of each Bank Note upon the terms set forth in the Program

Documents; (b) for the execution, adoption and delivery by the Authority of any and all such other instruments and the taking of all such other actions on the part of the Authority as may be necessary or appropriate for the effectuation and consummation of the transactions on the part of the Authority contemplated by the Program Documents or in connection herewith or therewith; and (c) to authorize or approve, as appropriate, the execution, issuance and delivery of, and the performance of its obligations under and the transactions contemplated by each of the Program Documents to which it is a party and the payment of the Obligations at the times and in the manner set forth.

Section 7.5 No Contravention. The execution and delivery of each of the Program Documents to which the Authority is a party and compliance with the provisions hereof and thereof, will not in any material respect conflict with or result in a violation of the Constitution of the State or the laws of the State, including any debt limitations or other restrictions or conditions on the debt issuing power of the Authority, and will not in any material respect conflict with or result in a violation of, or breach of, or constitute a default under, any law, judgment, order, decree or administrative regulation or any of the terms, conditions or provisions of the organizational documents of the Authority or any ordinance, judgment, decree, contract, loan agreement, note, bond, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which it or any property of the Authority is bound and will not, except as expressly provided herein, result in the imposition or creation of any lien, charge, or encumbrance upon or invalidate or adversely affect in any way the Revenues. The Authority has not received any notice, not subsequently withdrawn, given in accordance with the remedy provisions of any bond resolution or ordinance, trust indenture, guarantee or agreement or State law pertaining to bonds or notes secured by the Revenues, of any default or event of default of the Authority which has not been cured, remedied or waived.

Section 7.6 Compliance. The current collection of the Sales Tax Revenues and the management of the Authority and the accounting and recordkeeping therefor are in material compliance with all applicable state and federal laws and all applicable resolutions, ordinances and rules of the Authority. The Authority is in compliance with the terms and conditions of each of the Program Documents to which it is a party, and no breach of the terms hereof or thereof has occurred and is continuing, and no Default or Event of Default has occurred and is continuing. The Authority is in compliance with all insurance requirements applicable to the Authority. The Authority is in material compliance with all laws, ordinances, orders, writs, injunctions, decrees, rules and regulations applicable to it (including, without limitation, all applicable federal, state or local environmental, health and safety statutes and regulations, and the Authority's investment policy guidelines), except to the extent noncompliance could not reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

Section 7.7 No Default. No default by the Authority has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Sales Tax Revenue Obligations. No bankruptcy, insolvency or other similar proceedings pertaining to the Authority or any agency or instrumentality of the Authority are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No "default" or "event of default" under, and as defined in any of the other Program Documents has occurred and is continuing. The Authority is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect or a Material

Adverse Operational Effect. The Authority is not in violation of any material term of the Act or any material term of any bond indenture or agreement to which it is a party or by which any of its property or assets is bound which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

Section 7.8 No Public Vote or Referendum. There is no public vote or referendum pending or concluded or, to the Authority's knowledge, proposed, the results of which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

Section 7.9 No Immunity. Under existing law, the Authority is not entitled to raise any defense of immunity (sovereign, governmental or otherwise) in connection with any legal proceedings to enforce or collect upon this Agreement, either Bank Note or the transactions contemplated hereby or thereby, including the payment of the Obligations, that has not been waived under this Agreement. The Authority agrees that to the extent that the Authority has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty or other similar grounds, the Authority hereby irrevocably waives, to the extent permitted by applicable law, such rights to immunity or other similar grounds for itself in respect of its obligations arising under or related to this Agreement or the other Program Documents to which it is a party.

Section 7.10 Litigation. There is no action, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the Authority or any arbitration in which service of process has been completed against the Authority or, to the best knowledge of any of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration, any other action, suit or proceeding pending or threatened in any court, any other governmental authority with jurisdiction over the Authority or any arbitrator, in either case against the Authority or its properties or revenues, or any of the Program Documents to which it is a party, which if determined adversely to the Authority would be reasonably likely to have a Material Adverse Effect or a Material Adverse Operational Effect.

Section 7.11 Disclosure. To the best knowledge of the Authority, none of the Program Documents to which the Authority is a party nor any other document, certificate or statements of the Authority (including the unaudited financial statements, reports, budgets, projections and cash flows of the Authority) furnished to the Administrative Agent or either Lender by or on behalf of the Authority in connection with the transactions contemplated hereby or thereby contains any untrue statement of any material fact.

Section 7.12 Financial Information. (a) As of the Effective Date, the Authority has delivered to the Administrative Agent a copy of the audited financial statements for the Authority for the Fiscal Year ended June 30, 2020. Such audited financial statements together with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. As of the Effective Date, there has been no Material Adverse Operational Effect since June 30, 2020, except as has been disclosed to the Administrative Agent in writing. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Sales Tax Revenues which are not reflected in such financial statements

previously delivered to the Administrative Agent or in the notes thereto or otherwise as disclosed to the Administrative Agent in writing.

(b) Subsequent to the Effective Date, the audited financial statements for the Authority delivered to the Administrative Agent pursuant to Section 8.2(a) hereof, with related notes, fairly present the financial position and results of operation of the Authority as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP. The Authority has no material contingent liabilities or other material contracts or commitments payable from the Revenues which are not reflected in such financial statements delivered to the Administrative Agent or in the notes thereto or otherwise as disclosed to the Administrative Agent in writing.

Section 7.13 Official Signatures. The Authorized Representative, on behalf of the Authority, has and had full power and authority to execute and deliver each of the Program Documents which are to be executed and delivered by or on behalf of the Authority on the Effective Date and perform under each of the Program Documents to which the Authority is a party. Any agreement, certificate or request signed by or on behalf of any Authorized Representative of the Authority and delivered to the Trustee or the Administrative Agent and/or the Lenders shall be deemed a representation and warranty by the Authority to the Administrative Agent and the Lenders as to the truth, accuracy and completeness of the statements made by the Authority therein.

Section 7.14 Incorporation of Representations and Warranties by Reference. The Authority hereby makes to the Administrative Agent and the Lenders the same representations and warranties made by the Authority in each Program Document to which the Authority is a party, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference for the benefit of the Administrative Agent and the Lenders with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. Except as permitted by Section 8.15 hereof, no amendment to such representations and warranties or defined terms made pursuant to any Program Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Administrative Agent or either Lender.

Section 7.15 Environmental Matters. The Authority's operations are in material compliance with all of the requirements of applicable federal, state and local environmental, health and safety statutes and regulations and to the best knowledge of any of the Authority's Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action would have a Material Adverse Effect or a Material Adverse Operational Effect.

Section 7.16 Security. The Indenture creates the legally valid, binding and irrevocable lien on and pledge of the Revenues and the Pledged Funds to secure the Reimbursement Obligations. Each of the Agreement and the Indenture creates the legally valid, binding and irrevocable lien on and pledge of the Revenues and the Pledged Funds to secure the Obligations (other than the Reimbursement Obligations) and the portion of each Bank Note evidencing and

securing Obligations (other than the Reimbursement Obligations). There is no Lien on the Revenues and the Pledged Funds other than the Liens created by or pursuant to the Indenture and this Agreement. The Indenture does not permit the issuance of any Debt secured by the Revenues to rank senior to lien on Revenues securing the Reimbursement Obligations, other than Senior Lien Debt issued under the Indenture. The payment of the Reimbursement Obligations ranks on a parity with the payment of principal of and interest on Parity Debt, is not subordinate to the payment of any Secured Debt secured by a Lien on the Sales Tax Revenues or the Pledged Funds or any other claim other than payments with respect to the principal of and interest on the Senior Lien Debt, and is prior as against all other Persons having claims of any kind in tort, contract or otherwise, whether or not such Persons have notice of the Lien. No filing, registering, recording or publication of the Indenture or any other instrument is required to establish the pledge under the Indenture or to perfect, protect or maintain the Lien created thereby on the Revenues and the Pledged Funds to secure each Bank Note and the Obligations. Under the terms of the Indenture, the Revenues cannot secure any Debt of the Authority other than Senior Lien Debt, the Bank Notes, Parity Debt, the Obligations and Subordinate Obligations. The Revenues are not and shall not be pledged to secure the payment of any obligations of the Authority other than the foregoing. Each Bank Note will be duly issued and the portion of such Bank Note evidencing and securing Reimbursement Obligations shall constitute Parity Debt under the Indenture and will be entitled to the benefits thereof.

Section 7.17 Investment Company Act. The Authority is not an “investment company” or a company “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 7.18 ERISA; Plans; Employee Benefit Plans. The Authority is not subject to ERISA and maintains no Plans.

Section 7.19 Pending Legislation and Decisions. There is no amendment, or to the knowledge of the Authority’s Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will have a Material Adverse Effect or a Material Adverse Operational Effect.

Section 7.20 Usury. There is no limitation under California law on the rate of interest payable by the Authority with respect to either Bank Note or the Obligations or with respect to the Authority’s obligations to the Lenders hereunder or under either Bank Note.

Section 7.21 Margin Regulations. No portion of the proceeds of any Advance or Loan hereunder shall be used by the Authority (or the Trustee or any other Person on behalf of the Authority) for the purpose of “purchasing” or “carrying” any margin stock or used in any manner which might cause the borrowing or the application of such proceeds to violate Regulation G, Regulation U or X of the Board of Governors of the Federal Reserve System or any other regulation of the Authority or to violate the Securities Exchange Act of 1934, as amended, in each case as in effect on the date or dates of such Advances and such use of proceeds.

Section 7.22 Anti-Terrorism Laws. (a) The Authority is not in violation of any Laws relating to terrorism or money laundering (“*Anti-Terrorism Laws*”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “*Executive Order*”), and the Patriot Act;

(i) The Authority is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which either Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(E) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“*OFAC*”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list; and

(ii) to the best of the Authority’s knowledge, the Authority (A) does not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i) above, (B) does not deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 7.23 Trustee. As of the Effective Date, U.S. Bank National Association is the duly appointed and acting Trustee.

Section 7.24 Tax Status of Interest on Loans and Bank Notes. The Authority represents to the Administrative Agent and the Lenders that it has not taken any action, and to the best knowledge of any of the Authority’s Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration no other Person has taken any action, which would cause interest on the Loans or either Bank Note to be includable in the gross income of the recipients thereof for federal income tax purposes.

ARTICLE VIII

COVENANTS OF THE AUTHORITY

So long as the Commitment is outstanding and until all Obligations shall have been paid in full, the Authority hereby covenants and agrees, to do the following, unless the Administrative Agent and the Lenders shall otherwise consent in writing:

Section 8.1 Maintenance of Existence. The Authority (a) shall maintain its existence pursuant to the laws of the State and (b) shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other entity.

Section 8.2 Reports, Certificates and Other Information. The Authority shall furnish or cause to be furnished to the Administrative Agent, on behalf of the Lenders, copies of:

(a) *Annual Report.* As soon as available, but no later than (i) 240 days after the end of each Fiscal Year, the annual audited financial statements for the Authority together with (1) the opinion of the Authority's independent accountants and (ii) 60 days after the end of each Fiscal Year, a certificate in the form attached hereto as Exhibit G-1 signed by the Authority's duly appointed and acting Executive Director or Deputy Director for Finance & Administration (x) demonstrating compliance with Section 8.24 hereof and (y) stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(b) *Quarterly Certificate.* Within 30 days after and as of the end of each fiscal quarter of each Fiscal Year of the Authority, a certificate of the Authority setting forth the amount of gross sales tax receipts received for the immediately preceding fiscal quarter and the aggregate gross sales tax receipts for the current Fiscal Year year-to-date period and comparisons for the prior Fiscal Year quarter and the prior Fiscal Year year-to-date periods all as certified in a writing signed by the Authority's duly appointed and acting Executive Director or Deputy Director for Finance & Administration.

(c) *Budget.* As soon as available, but in any event not later than 60 days after the start of each Fiscal Year, the approved Budget for such Fiscal Year.

(d) *Trustee Notices.* As soon as available all notices, certificates, instruments, letters and written commitments in connection with Parity Debt provided to the Trustee other than those notices, certificates, instruments, letters and written commitments that relate solely to the routine issuance and payment of Parity Debt.

(e) *Notices of Resignation of the Trustee.* As promptly as practicable, after receiving notice, written notice to the Administrative Agent of any resignation of any Trustee.

(f) *Offering Memorandum and Material Event Notices.* (A) Within ten (10) days after the issuance of any securities by the Authority with respect to which a final official statement or other offering or disclosure document has been prepared by the Authority, (1) provide

the Administrative Agent with a copy of such official statement or offering circular or (2) provide the Administrative Agent with notice that such information has been filed with EMMA and is publicly available; and (B) during any period of time the Authority is subject to continuing disclosure requirements under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (17 C.F.R. Sec. 240-15c2-12), or any successor or similar legal requirement, immediately following any dissemination, distribution or provision thereof to any Person, (1) provide the Administrative Agent with a copy of any reportable event notice (as described in b(5)(i)(C) of Rule 15c2-12) disseminated, distributed or provided in satisfaction of or as may be required pursuant to the requirements to which it is subject or (2) provide the Administrative Agent with notice that such event notice has been filed with EMMA and is publicly available.

(g) *Notice of Default, Event of Default or Adverse Change.* (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and within five days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto; (ii) promptly following a written request of the Administrative Agent, a certificate of an Authorized Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement; and (iii) promptly upon obtaining knowledge of any “default” or “event of default” as defined under any Bank Agreement, notice specifying in reasonable detail the nature and period of existence thereof and what action the Authority has taken or proposes to take with respect thereto.

(h) *Litigation.* As promptly as practicable, written notice to the Administrative Agent of all litigation served against the Authority and all proceedings before any court or governmental authority which could reasonably be expected to have a Material Adverse Effect or a Material Adverse Operational Effect.

(i) *Additional Debt.* Five (5) Business Days prior to the date of issuance and delivery of any additional Senior Lien Debt, Parity Debt or Subordinate Obligations, (1) written notice to the Administrative Agent of such issuance, including, without limitation, the aggregate principal amount of additional Senior Lien Debt, Parity Debt or Subordinate Obligations outstanding after such issuance and (2) a certificate demonstrating in reasonable detail that the Authority has complied with and is projected to comply with Section 8.13 hereof, including, without limitation, a copy of any certificate or materials required to be provided pursuant to Section 8.13 hereof. For the avoidance of doubt, this requirement shall not apply to the making of Advances or Loans hereunder.

(j) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the Authority as the Administrative Agent or either Lender may from time to time reasonably request.

The Authority will permit the Administrative Agent and each Lender to disclose the information described in this Section 8.2 to any Participants or Noteholders hereunder.

Section 8.3 Maintenance of Books and Records. The Authority will keep proper books of record and account in which full, true and correct entries in accordance with the Authority’s budget basis accounting principles and reporting practices will be made of all dealings or

transactions in relation to its activities. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Authority shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 7.12 hereof.

Section 8.4 Access to Books and Records. To the extent permitted by law, the Authority will permit any Person designated by the Administrative Agent or either Lender (at the expense of the Administrative Agent or such Lender, unless and until a Default or Event of Default has occurred, at which time it shall be at the expense of the Authority) to visit any of the offices of the Authority to examine the books and financial records (except books and financial records the examination of which by the Administrative Agent and the Lenders are prohibited by law or by attorney/client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Authority with its principal officials, all at such reasonable times and as often as the Administrative Agent or either Lender may reasonably request.

Section 8.5 Compliance With Documents. The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Indenture and each of the other Program Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Administrative Agent and each Lender and shall be enforceable against the Authority. To the extent that any such incorporated provision permits the Authority or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Authority or any other party, for purposes of this Agreement, such provision shall be complied with unless it is specifically waived by the Administrative Agent, on behalf of the Lenders, in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Administrative Agent, on behalf of the Lenders, which shall only be evidenced by the written approval by the Administrative Agent, on behalf of the Lenders, of the same. Except as permitted by Section 8.15 hereof, no termination of or amendment to such covenants and agreements or defined terms or release of the Authority with respect thereto made pursuant to the Indenture or any of the other Program Documents to which the Authority is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Authority with respect thereto in each case as incorporated by reference herein without the prior written consent of the Administrative Agent, on behalf of the Lenders. Notwithstanding any termination or expiration of the Indenture or any such other Program Document to which the Authority is a party, the Authority shall, unless the Indenture or such other Program Document, as applicable, has terminated in accordance with its terms and has been replaced by a new Indenture or Program Document, as applicable, continue to observe the covenants therein contained for the benefit of the Administrative Agent and each Lender until the termination of this Agreement. All such

incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

Section 8.6 Compliance With Law. The Authority shall comply with and observe the obligations and requirements set forth in the Constitution of the State and in all statutes and regulations binding upon it, including without limitation, any relating to the Program Documents to which the Authority is a party, except where noncompliance is not reasonably expected to result in a Material Adverse Effect or Material Adverse Operational Effect.

Section 8.7 Receipt and Deposit of Sales Tax Revenues. The Authority shall use its best efforts to assure that the CDTFA pays the Sales Tax Revenues directly to the Trustee on a monthly basis; and if at any time any Sales Tax Revenues are paid to the Authority by the CDTFA instead of being paid directly to the Trustee, immediately upon receipt, the Authority shall transfer such Sales Tax Revenues to the Trustee to be held under the terms and provisions of the Indenture; and during such time as such Sales Tax Revenues are held by the Authority (prior to transfer to the Trustee), such Sales Tax Revenues will be impressed with a trust and held for the benefit of the Senior Lien Debt, Parity Debt, Subordinate Obligations and Noteholders under the Indenture pursuant to the terms of the Indenture.

Section 8.8 Further Assurances. From time to time hereafter, the Authority will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the Administrative Agent, on behalf of the Lenders, may reasonably request for the purposes of implementing or effectuating the provisions of the Program Documents to which the Authority is a party or for the purpose of more fully perfecting or renewing the rights of the Administrative Agent and each Lender with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Authority which may be deemed to be a part thereof). Upon the exercise by the Administrative Agent and/or either Lender of any power, right, privilege or remedy pursuant to the Program Documents to which the Authority is a party which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the Authority will, to the fullest extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Administrative Agent, on behalf of the Lenders, or either Lender may be required to obtain for such governmental consent, approval, registration, qualification or authorization. At any time, and from time to time, upon request by the Administrative Agent, on behalf of the Lenders, the Authority will, at the Authority's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Program Documents to which the Authority is a party or protect the Administrative Agent, on behalf of the Lenders, and each Lender's interests, security, rights and remedies with respect to the Revenues or its security under the Indenture or hereunder. At all times, the Authority will defend, preserve and protect the pledge of certain funds pursuant to the Indenture and all the rights of the Administrative Agent, on behalf of the Lenders, and each Lender hereunder and under the Indenture against all claims and demands of all Persons whosoever.

Section 8.9 No Impairment. The Authority will neither take any action, nor cause the Trustee to take any action, under the Indenture or any Program Document which would materially

adversely affect the rights, interests, remedies or security of the Administrative Agent, on behalf of the Lenders, and/or either Lender under this Agreement or any other Program Document or which could result in a Material Adverse Effect or a Material Adverse Operational Effect; *provided* that modifications to the Indenture and/or Program Documents to allow the issuance of Debt or to provide the ability for Senior Lien Debt to be accelerated shall be deemed not to be adverse to the Administrative Agent's or any Lender's rights, interests, remedies or security so long as the Authority complies with Section 8.13 hereof with respect to such Debt.

Section 8.10 Application of Loan Proceeds. The Authority will not take or omit to take any action, which action or omission will in any way result in the proceeds from any Advance or Loan being applied in a manner inconsistent with the Act, the Ordinances and the Indenture.

Section 8.11 Trustee. The Authority will not, without the prior written consent of the Administrative Agent, on behalf of the Lenders, which consent shall not be unreasonably withheld, (a) remove, or seek to remove the Trustee; or (b) appoint or consent to the appointment of any successor Trustee thereto. The Authority shall at all times maintain a Trustee pursuant to the terms of the Indenture that is acceptable to the Administrative Agent, on behalf of the Lenders.

Section 8.12 Limitation on Additional Debt. The Authority will not issue and/or incur any additional Senior Lien Debt, Parity Debt or Subordinate Obligations, unless (i) the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt, Parity Debt or Subordinate Obligations will be at least equal to 130%, (ii) with respect to Senior Lien Debt and Parity Debt, the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt or Parity Debt will be at least equal to 150% and (iii) the Authority remains in compliance with the Program Documents and this Section 8.12. At least five (5) Business Days prior to the date of issuance of any Senior Lien Debt, Parity Debt or Subordinate Obligations, the Authority shall deliver to the Administrative Agent, on behalf of the Lenders, a certification executed by the Authority's duly appointed and acting Executive Director, Chief Deputy Director or Deputy Director for Finance & Administration as to compliance with all debt service coverage ratios that are required to be satisfied as a condition precedent to the issuance or incurrence of said Senior Lien Debt, Parity Debt or Subordinate Obligations. Notwithstanding the foregoing, the Authority will not issue any additional Senior Lien Debt, Parity Debt or Subordinate Obligations unless and until the following conditions have been satisfied: (i) no Event of Default shall have occurred and then be continuing (*provided, however*, that this clause (i) shall not preclude the Authority from issuing Senior Lien Debt, Parity Debt or Subordinate Obligations from and after the occurrence of an Event of Default if contemporaneously with the issuance of such indebtedness, this Agreement is terminated and all Obligations due and owing hereunder have been paid in full); (ii) the aggregate principal amount of Sales Tax Revenue Obligations authorized to be issued under the Ordinances and the Indenture, together with all outstanding Sales Tax Revenue Obligations, shall not in combination exceed any limitation imposed by the Ordinances or the Act; and (iii) the Authority shall have delivered to the Administrative Agent, on behalf of the Lenders, a certificate in the form attached hereto as Exhibit G-2 certifying that the Maximum Annual Debt Service Coverage Ratio after giving effect to the issuance of such additional Senior Lien Debt, Parity Debt or Subordinate Obligations will be at least equal to 130% with respect to Senior Lien Debt, Parity Debt and Subordinate Obligations and 150% with respect to Senior Lien Debt and Parity Debt. For the avoidance of doubt, the requirements of this Section 8.12 shall not apply to the making of Advances or Loans hereunder.

Section 8.13 Maintenance of Tax-Exempt Status of Loans and Bank Notes. The Authority will not take any action or omit to take any action which, if taken or omitted, would adversely affect the exclusion of interest on the Loans or either Bank Note from gross income for purposes of federal income taxation or the exemption of such interest from State of California personal income taxes.

Section 8.14 Amendments to Indenture and Program Documents. The Authority will not amend or modify, or permit to be amended or modified the Indenture or any Program Document in a manner adverse to the Administrative Agent or either Lender's rights, security or interests without the prior written consent of the Administrative Agent on behalf of the Lenders; *provided* that modifications to the Indenture and/or Program Documents to allow the issuance of Debt or to provide the ability for Senior Lien Debt to be accelerated shall be deemed not to be adverse to the Administrative Agent or either Lender's rights, security or interests so long as the Authority complies with Section 8.12 hereof with respect to such Debt.

Section 8.15 Ratings. The Authority covenants and agrees that it shall at all times maintain at least two Authority Ratings from any of Fitch, Moody's or S&P. The Authority covenants and agrees that it shall not at any time withdraw or permit to be withdrawn any Authority Rating issued by any of Fitch, Moody's or S&P if the effect of such withdrawal would be to cure a Default or an Event of Default under this Agreement [or to decrease the [specify relevant fees].

Section 8.16 Liens. The Authority shall not, directly or indirectly, incur, create or permit to exist any Lien on the Revenues or all or any part of the security provided by the Indenture that is senior to or on a parity with the Lien created by the Indenture for the benefit of the Bank Notes and the Obligations, other than (i) Liens created under and in accordance with the terms of the Indenture; (ii) the Liens created for the benefit of each Bank Note, the Obligations, Parity Debt, the Senior Lien Debt, the Subordinate Obligations and reimbursement obligations owed to the provider of credit enhancement supporting Senior Lien Debt or Subordinate Obligations that have heretofore or may hereafter be issued; and (iii) Liens which could not reasonably be expected to materially adversely affect the interests, rights, remedies or security of the Administrative Agent, on behalf of the Lenders, and/or either Lender under this Agreement and the Bank Notes. In no event shall Swap Termination Payments have a lien on the Revenues that is prior to or on a parity with the Lien securing the Parity Debt and the Reimbursement Obligations.

Section 8.17 Sales Tax Related Laws. In the event that (i) either Ordinance is determined by a court of competent jurisdiction to be invalid or unenforceable or (ii) a referendum or court proceeding challenging either Ordinance is initiated or filed, the effect of which is to disrupt the transfer of Sales Tax Revenues from the State Board of Equalization to the Trustee, the Authority shall (A) take all actions as may or shall be required to have such Ordinance acknowledged, reinstated or reapplied, as applicable, and (B) direct the State Board of Equalization to directly transmit all Sales Tax Revenues associated with the Ordinances to the Trustee for repayment of each Bank Note, Advances and Term Loan and the interest therein as and when due.

Section 8.18 Substitute Credit Agreement or Refinancing.

(a) The Authority agrees to use its commercially reasonable efforts to obtain a substitute Credit Agreement to replace this Agreement or otherwise refinance each Bank Note and

pay all other Obligations hereunder in the event (i) either Lender determines not to extend the Commitment Expiration Date or if the Authority fails to request such an extension (such replacement or refinancing to occur on or before the Commitment Expiration Date) or (ii) this Agreement is terminated.

(b) The Authority agrees that any substitute Credit Agreement will require, as a condition to the effectiveness of the substitute Credit Agreement, that the provider of such substitute Credit Agreement provide funds to the extent necessary, on the date the substitute Credit Agreement becomes effective, for payment of all Obligations hereunder and under each Bank Note. On the effective date of such substitute Credit Agreement or refinancing, as the case may be, the Authority shall pay in full all other amounts due under this Agreement and each Bank Note (including, without limitation, all Excess Interest Amount and unpaid interest thereon).

Section 8.19 Incorporation from Bank Agreements. (a) In the event that the Authority shall, directly or indirectly, enter into or otherwise consent to any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, line of credit, or other agreement or instrument (or any amendment, supplement or other modification thereof) that is Parity Debt under the Indenture (each a “*Bank Agreement*”) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to the Authority or to make payment of, or to purchase or provide credit enhancement for bonds or notes of the Authority secured by or payable from the Revenues, and which such Bank Agreement provides such Person with any more favorable remedies, including, without limitation, more favorable rights of acceleration (collectively, the “*Additional Rights*”) than are provided to the Administrative Agent, on behalf of the Lenders, or either Lender in this Agreement, such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Administrative Agent, on behalf of the Lenders, and each Lender shall have the benefits of such Additional Rights; *provided, however*, that such Additional Rights shall automatically be deemed to be incorporated into this Agreement and the Administrative Agent, on behalf of the Lenders, and each Lender shall have the benefits of such Additional Rights. Upon the request of the Administrative Agent, on behalf of the Lenders, the Authority shall promptly enter into an amendment to this Agreement to include such Additional Rights, *provided* that the Administrative Agent, on behalf of the Lenders, and each Lender shall maintain the benefit of such Additional Rights even if the Authority fails to provide such amendment. If the Authority shall amend the Bank Agreement such that it no longer provides for such Additional Rights, then, without the consent of the Administrative Agent, on behalf of the Lenders, this Agreement shall automatically no longer contain the related Additional Rights and the Administrative Agent, on behalf of the Lenders, and each Lender shall no longer have the benefits of any of the related Additional Rights. Notwithstanding anything in this Section 8.19(a) to the contrary, the exercise of any Additional Rights by the Administrative Agent, on behalf of the Lenders, and each Lender shall be subject to the terms and provisions of Article IX hereof.

(b) In the event that (i) the Authority shall enter into or otherwise consent to any Bank Agreement, which such Bank Agreement provides for any term or provision which permits any outstanding advance, loan or drawing to commence amortizing sooner or to amortize over a period shorter, in either case, than the time periods set forth Section 4.5 hereof (such earlier commencement or shorter amortization period, the “*Shorter Term Out Period*”), this Agreement shall automatically be deemed to be amended such that the time periods set forth in Section 4.5

hereof shall be such Shorter Term Out Periods. Upon the occurrence of the condition set forth in the immediately preceding sentence, the Authority shall promptly enter into an amendment to this Agreement such that the time periods set forth in Section 4.5 equal such Shorter Term Out Period, *provided* that the time periods set forth in Section 4.5 shall equal the Shorter Term Out Period regardless of whether this Agreement is amended. If the Authority shall amend the Bank Agreement such that it no longer provides for an earlier commencement of amortization or an amortization of the related advance, loan or drawing for a period less than the time periods set forth in Section 4.5, then, without the consent of the Administrative Agent or the Lenders, the time periods applicable to the commencement of amortization and the period of amortization shall once again equal the periods provided in Section 4.5 hereof.

Section 8.20 Immunity from Jurisdiction. To the fullest extent permitted by law, the Authority will not assert any immunity it may have as a public entity under the laws of the State of California from lawsuits with respect to this Agreement or either Bank Note. Any such suits shall be subject to all substantive and procedural requirements of California law.

Section 8.21 Swap Contracts. The Authority will not enter into any Swap Contract relating to Debt (i) wherein any termination payments thereunder are senior to or on parity with the payment of the Bank Notes or any Obligations or (ii) which requires the Authority to post collateral to secure its obligations thereunder (other than a Lien on the Revenues and except to the extent required by any law or regulation not in effect on the Effective Date), in each case, without the prior written consent of the Administrative Agent, on behalf the Lenders.

Section 8.22 Use of Lender's Name. Except as may be required by law (including, but not limited to, federal and state securities laws), the Authority shall not use the Administrative Agent's or either Lender's name in any published materials (other than the Authority's staff reports, resolutions, annual statements, audited financial statements, rating agency presentations) without the prior written consent of the Administrative Agent or such Lender (which consent shall not be unreasonably withheld); *provided* that, without the prior written consent of the Administrative Agent or such Lender, the Authority may identify the Administrative Agent or such Lender as a party to this Agreement, the amount of the Commitment, the expiration date of this Agreement and that the Authority's obligations under this Agreement are secured by the Revenues, in offering documents with respect to the Senior Lien Debt and the Subordinate Obligations, so long as no other information relating to the Agreement, the Administrative Agent or either Lender is disclosed in such offering documents without the prior written consent of the Administrative Agent or such Lender, which consent will not be unreasonably withheld; *provided, further*, that the Authority shall be permitted to file the Agreement with the California Debt and Investment Advisory Commission and the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, with redactions that are reasonably satisfactory to the Administrative Agent and such Lender.

Section 8.23 Debt Service Coverage Ratio. The Authority shall not permit the Debt Service Coverage Ratio to be less than 130% as of each Fiscal Year end.

Section 8.24 Final Maturity Date. The Authority shall not permit the final maturity date of any Senior Lien Debt, Parity Debt or Subordinate Obligations to be beyond the latest of (i) the expiration date of the applicable provisions of Proposition B and Proposition K which permit the

use of the Sales Tax Revenues to repay Senior Lien Debt, Parity Debt or Subordinate Obligations and (ii) March 1, 2034.

Section 8.25 Defeasance. The Authority shall not defease or permit the defeasance of any Bank Note without the prior written consent of the related Lender. For avoidance of doubt, this Section 8.25 shall not prevent the Authority from prepaying Loans in immediately available funds pursuant to and in accordance with the terms hereof.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.1 Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of law) shall be an “Event of Default” hereunder:

(a) (i) the Authority fails to pay, or cause to be paid, when due any principal of or interest on any Loan or (ii) the Authority fails to pay when due any Commitment Fee or any other Obligation (other than as described in clause (a)(i) hereof) and with respect to the payment obligations described in this clause (a)(ii), such failure shall continue for five (5) calendar days;

(b) any representation, warranty or statement made by or on behalf of the Authority herein or in any Program Document to which the Authority is a party or in any certificate delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or any document, certificate or statement of the Authority (including unaudited financial reports, budgets, projections and cash flows of the Authority) furnished to the Administrative Agent or either Lender by or on behalf of the Authority in connection with the transactions contemplated hereby are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made;

(c) (i) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.1, 8.2(i), 8.9, 8.10, 8.11, 8.12, 8.14, 8.15, 8.16, 8.18(b), 8.20, 8.21, 8.23 or 8.24 hereof; (ii) the Authority fails to perform or observe any term, covenant or agreement contained in Section 8.25 hereof; (iii) the Authority fails to perform or observe any term, covenant or agreement contained in Sections 8.2(a), 8.2(b) and 8.2(c) and any such failure cannot be cured or, if curable, remains uncured for five (5) days after written notice thereof to the Authority; (iv) the Authority fails to perform or observe any term, covenant or agreement contained in Section 8.13 hereof for a period of two-hundred seventy (270) days after the occurrence of such failure; (v) the Authority fails to perform or observe any other term, covenant or agreement or the condition subsequent set forth in Section 2.4(c) hereof contained in this Agreement (other than those referred to in any other Event of Default in this Agreement) and any such failure cannot be cured or, if curable, remains uncured for thirty (30) days after the earlier to occur of (A) written notice thereof to the Authority or (B) an Authorized Representative having actual knowledge thereof;

(d) the Authority shall (i) default in any payment of any Debt (other than the Bank Notes or the Loans) secured by a charge, lien or encumbrance on all or any portion of the

Revenues that is senior to, or on a parity with, the Bank Notes or the Loans, including, without limitation, Senior Lien Debt (“*Secured Debt*”), beyond the period of grace, if any, provided in the instrument or agreement under which such Secured Debt was created; (ii) default in any payment of any Debt secured by a charge, lien or encumbrance on all or any portion of the Revenues that is subordinate to the Bank Notes and the Loans (“*Subordinate Secured Debt*”), beyond the period of grace, if any, provided in the instrument or agreement under which such Subordinate Secured Debt was created; (iii) default in the observance or performance of any agreement or condition relating to any Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or permit the holder or holders of such Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Secured Debt to become due prior to its stated maturity; or (iv) default in the observance or performance of any agreement or condition relating to any Subordinate Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Subordinate Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Subordinate Secured Debt to become due prior to its stated maturity;

(e) the occurrence of (i) an Incipient Invalidity Event or (ii) an Invalidity Event;

(f) any provision of the Indenture relating to the security for either Bank Note or the Obligations, the Authority’s ability to pay the Obligations or perform its obligations hereunder or under either Bank Note or the interests, security, rights or remedies of the Administrative Agent or either Lender, or any Program Document to which the Authority is a party or any material provision thereof shall cease to be in full force or effect, or the Authority or any authorized officer or other authorized Person acting by or on behalf of the Authority shall deny or disaffirm the Authority’s obligations under the Indenture or any other Program Document to which the Authority is a party or any material provision thereof;

(g) a final judgment or order for the payment of money in excess of \$20,000,000 (in excess of the amount of proceeds of applicable insurance actually paid in satisfaction of such judgment) shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of sixty (60) days from the date on which it was first so rendered;

(h) (i) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal of or interest on any Debt (including, without limitation, amounts due under any Bank Agreement) secured by a lien, charge or encumbrance upon the Revenues; (ii) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, the Authority seeks to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, termination, composition or other relief with respect to it or its debts (or the existence of the Authority is dissolved or terminated by any other means); (iii) the Authority seeks appointment of a receiver, trustee, custodian or other similar official for itself or for any substantial part of the

Authority's property, or the Authority shall make a general assignment for the benefit of its creditors; (iv) there shall be commenced against the Authority any case, proceeding or other action of a nature referred to in clause (ii) above and the same shall remain undismisssed; (v) there shall be commenced against the Authority any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal, within sixty (60) days from the entry thereof; (vi) a financial control board, or its equivalent, shall be imposed upon the Authority by a Governmental Authority; (vii) the Authority takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above; or (viii) the Authority shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(i) any of Fitch, Moody's or S&P shall have downgraded its Authority Rating below "Baa2" (or its equivalent), "BBB" (or its equivalent), or "BBB" (or its equivalent), respectively, or suspended or withdrawn its rating of the same for any credit-related reason (and such suspension or withdrawal is initiated by the respective rating agency);

(j) any default or other event shall occur under any indenture, agreement, instrument or other document pursuant to which any Secured Debt or Subordinate Secured Debt was issued or under any Bank Agreement related to any Secured Debt or Subordinate Secured Debt and such default or other event related to any of the foregoing shall continue for a period of time sufficient to permit the acceleration of the maturity or mandatory tender for purchase (resulting in the same being due and payable on the purchase date) or mandatory redemption of such Secured Debt prior to maturity or the acceleration of any obligations under any Bank Agreement (whether or not any such Secured Debt or Subordinate Secured Debt or any obligations under any such Bank Agreement are in fact accelerated or subject to mandatory tender for purchase or mandatory redemption);

(k) any "event of default" shall have occurred and be continuing under any Program Document beyond the expiration of any applicable grace period; or

(l) any funds or accounts or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established pursuant to the Indenture, that have been pledged to or a lien granted thereon to secure either Bank Note or the Obligations, shall become subject to any writ, judgment, warrant or attachment, execution or similar process which shall not have been vacated, discharged, or stayed or bonded pending appeal within fifteen (15) days from the entry thereof.

Section 9.2 Rights and Remedies upon Default. (a) *Acceleration.* (i) Upon the occurrence of an Immediate Acceleration Event, the Bank Notes and all Obligations hereunder shall automatically become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority (unless such automatic acceleration is waived by Administrative Agent, with the consent of all of the Lenders, in writing);

(ii) Upon the occurrence of a Tier One Acceleration Event that has not been cured, by notice to the Authority, the Administrative Agent may, with the consent of all of

the Lenders, or at the direction of all of the Lenders, the Administrative Agent shall declare the Bank Notes and all Obligations hereunder to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority and upon the Authority's receipt of any such notice of acceleration based upon a Tier One Acceleration Event, the Bank Notes and all Obligations hereunder shall become immediately due and payable; and

(iii) Upon the occurrence of a Tier Two Acceleration Event, by notice to the Authority, the Administrative Agent may, with the consent of all of the Lenders, or at the direction of all of the Lenders, the Administrative Agent shall declare the Bank Notes and all Obligations hereunder to be due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority and upon the date that is two hundred seventy (270) calendar days after the date that the Administrative Agent, on behalf of the Lenders, provides such notice of acceleration based upon a Tier Two Acceleration Event to the Authority, unless such Tier Two Acceleration Event has been cured, each Bank Note and all Obligations hereunder shall become immediately due and payable on such date.

(b) Upon the occurrence of any Event of Default hereunder, the Administrative Agent may, with the consent of all of the Lenders, or at the direction of all of the Lenders, the Administrative Agent shall take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(i) by written notice to the Authority, reduce the Available Commitment to zero and thereafter the Administrative Agent, on behalf of the Lenders, and the Lenders will have no further obligation to make Advances hereunder and the Commitment shall terminate;

(ii) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Program Documents or to enforce performance or observance of any obligation, agreement or covenant of the Authority under the Program Documents, whether for specific performance of any agreement or covenant of the Authority or in aid of the execution of any power granted to the Lenders in the Program Documents;

(iii) cure any Default, Event of Default or event of nonperformance hereunder or under any Program Document; *provided, however*, that neither the Administrative Agent nor any Lender shall have any obligation to effect such a cure; and

(iv) exercise, or cause to be exercised, any and all remedies as it may have under the Program Documents and as otherwise available at law and at equity.

Section 9.3 No Waiver. (a) No failure on the part of the Administrative Agent or the Lenders to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. No delay or omission by the Administrative Agent or

the Lenders in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of the Administrative Agent or the Lenders or to be acquiescence therein. No express or implied waiver by such Administrative Agent or the Lenders of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

(b) Notwithstanding anything to the contrary contained herein or in any other Program Document, the authority to enforce rights and remedies hereunder and under the other Program Documents against the Authority shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 9.2 hereof for the benefit of both of the Lenders; *provided* that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Program Documents or (b) either Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to the Authority under any Debtor Relief Law; and *provided, further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Program Documents, then (i) the Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 9.2 hereof and (ii) in addition to the matters set forth in clause (b) of the preceding proviso and subject to the terms hereof, either Lender may, with the consent of the all of the Lenders, enforce any rights and remedies available to it and as authorized by all of the Lenders.

Section 9.4 Discontinuance of Proceedings. In case the Administrative Agent, on behalf of the Lenders, and/or either Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Program Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Administrative Agent and such Lender shall have the unqualified right so to do and, in such event, the Authority, the Administrative Agent and each Lender shall be restored to their former positions with respect to the Obligations, the Program Documents and otherwise, and the rights, remedies, recourse and powers of the Administrative Agent and the Lenders hereunder shall continue as if the same had never been invoked.

Section 9.5 Crediting of Payments and Proceed. In the event that the Obligations have been accelerated pursuant to Section 9.2 hereof or the Administrative Agent or either Lender has exercised any remedy set forth in this Agreement or any other Program Document, all payments received by the Lenders upon the Obligations and all net proceeds from the enforcement of the Obligations shall be applied:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent and the Lenders in its capacity as such, ratably among the Administrative Agent and the Lenders in proportion to the respective amounts described in this clause First payable to them;

Second, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Third held by them;

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Authority or as otherwise required by Applicable Law.

Section 9.6 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Authority, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Authority) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent hereunder) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under the terms hereof.

ARTICLE X

THE ADMINISTRATIVE AGENT [IF APPLICABLE]

Section 10.1 Appointment and Authority. Each of the Lenders hereby irrevocably designates and appoints [LENDER 2] to act on its behalf as the Administrative Agent hereunder and under the other Program Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as expressly set forth in Sections 10.3(c) and 10.6(a) hereof, the provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders and are intended to be only between the Administrative Agent and the Lenders, the Authority shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Program Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express)

obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as either of the Lenders and may exercise the same as though it were not the Administrative Agent and the term “Bank” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Authority or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 10.3 Exculpatory Provisions. (a) The Administrative Agent shall not have any duties or obligations to the Lenders except those expressly set forth herein and in the other Program Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties to the Lenders, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to the Lenders to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Program Documents that the Administrative Agent is required to exercise as directed in writing by the Lenders, *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Program Document or Applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Program Documents, have any duty to the Lenders to disclose, and shall not be liable for the failure to disclose, any information relating to the Authority or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable to the Lenders for any action taken or not taken by it (i) with the consent or at the request of the Lenders or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final non-appealable judgment. For the purposes of this paragraph (b), the Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent by the Authority or a Lender.

(c) The Administrative Agent shall not be responsible to the Lenders for or have any duty to the Lenders to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Program Document, (ii)

the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Program Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Section 2.4 hereof or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

Section 10.4 Reliance by the Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the making of an Advance, that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan or the making of such Advance. The Administrative Agent may consult with legal counsel (who may be counsel for the Authority), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 10.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Program Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the Commitment as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 10.6 Resignation of Administrative Agent. (a) The Administrative Agent may at any time give written notice of its resignation to the Lenders and the Authority. Upon receipt of any such notice of resignation, the Lenders shall have the right, in consultation with the Authority, to appoint a successor with the consent of the Authority; *provided*, (x) no such consent of the Authority shall be required if such successor is a Lender or an Affiliate of either Lender, (y) no such consent of the Authority shall be required while an Event of Default exists and (z) such consent shall not be unreasonably withheld, delayed or conditioned, and shall be deemed to have been given unless the Authority shall have objected to such appointment by written notice to the Administrative Agent within five (5) Business Days after having received written notice thereof. If no such successor shall have been so appointed by the Lenders and shall have accepted such

appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Lenders) (the “*Resignation Closing Date*”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Closing Date.

(b) With effect from the Resignation Closing Date, (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Program Documents and (2) except for any indemnity payments owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder and/or on the Resignation Closing Date, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Program Documents. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Program Documents, the provisions of this Article and Sections 2.6() and 6.2 hereof shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Section 10.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or the other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or the other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Program Document or any related agreement or any document furnished hereunder or thereunder.

Section 10.8 No Other Duties, etc. Anything herein to the contrary notwithstanding, the Administrative Agent shall promptly and, in any event within three (3) Business Days, provide the Lenders with copies of all notices, information, requests for consent and other information provided to the Administrative Agent by the Authority.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Evidence of Debt. The Administrative Agent and each Lender shall maintain in accordance with its usual practices an account or accounts evidencing the indebtedness resulting from each Advance, each Revolving Loan and the Term Loan made from time to time

hereunder and the amounts of principal and interest payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be conclusive evidence (absent manifest error) of the existence and amounts of the obligations therein recorded.

Section 11.2 Amendments and Waivers. No amendment or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11.3 Addresses for Notices. (a) Subject to Section 11.3(b) hereof, any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be mailed by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by mailing (by first-class mail, registered or certified, return receipt requested, or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other parties.

The Authority: San Francisco County Transportation Authority
1455 Market Street, 22nd Floor,
San Francisco, California 94103
Attention: Deputy Director for Finance & Administration
Telephone: (415) 522-4828
Facsimile: (415) 522-4829

The Administrative Agent: [insert contact information]

[LENDER 2]: [insert contact information]

[LENDER 1]: [insert contact information]

The Trustee: U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attention: Global Corporate Trust Services
Telephone:
Facsimile:

(b) *Electronic Communications*. Notices and other communications to the Administrative Agent and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent and the Lenders, respectively. The Administrative Agent,

the Lenders or the Authority may, in their respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent and the Lenders otherwise prescribe, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

Section 11.4 Survival of This Agreement. All covenants, agreements, representations and warranties made in this Agreement shall survive the extension by the Lenders of the Commitment and shall continue in full force and effect so long as the Commitment shall be unexpired or any sums drawn or due thereunder or any other obligations shall be outstanding and unpaid, regardless of any investigation made by any Person and so long as any amount payable hereunder remains unpaid. The agreement of the Authority to indemnify the Administrative Agent and each Lender and each Indemnitee under Section 6.2 and 6.6 hereof shall continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. The obligations of the Authority under Sections 6.3, 6.4 and 2.6(____) hereof shall also continue in full force and effect notwithstanding a termination of the Commitment or the fulfillment of all Obligations. Whenever in this Agreement the Administrative Agent or either Lender is referred to, such reference shall be deemed to include the successors and assigns of the Administrative Agent and such Lender and all covenants, promises and agreements by or on behalf of the Authority which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Administrative Agent and such Lender. The rights and duties of the Authority may not be assigned or transferred without the prior written consent of the Administrative Agent and each Lender and all obligations of the Authority hereunder shall continue in full force and effect notwithstanding any assignment by the Authority of any of its rights or obligations under any of the Program Documents or any entering into, or consent by the Authority to, any supplement or amendment to, or termination of, any of the Program Documents.

Section 11.5 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 11.6 Governing Law; Waiver of Jury Trial; Jurisdiction and Venue. (a) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND APPLICABLE

FEDERAL LAW, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAWS 5-1401 AND 5-1402); PROVIDED THAT THE DUTIES AND OBLIGATIONS OF THE AUTHORITY HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. TO THE EXTENT THAT THE ADMINISTRATIVE AGENT OR A LENDER HAS GREATER RIGHTS OR REMEDIES UNDER FEDERAL LAW, THIS SECTION WILL NOT BE DEEMED TO DEPRIVE THE ADMINISTRATIVE AGENT OR SUCH LENDER OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE PROGRAM DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN STATE CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER STATE CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

(c) EACH OF PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY COURT IN THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST OR BY IT IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RELATED THERETO, AND THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES AGREE THAT A FINAL NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION, SUIT OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE AND AGREE NOT

TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THE PROGRAM DOCUMENTS OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH COURTS.

(d) In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 11.7 Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Authority, its successors, transferees and assigns and shall inure to the benefit of the holders of any interest in a Bank Note and their respective permitted successors, transferees and assigns. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing hereunder, neither Lender may assign its obligations to fund Advances and Loans pursuant to the terms of this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld); *provided* that upon the occurrence and continuance of a Default or an Event of Default hereunder, either Lender may transfer its obligations under this Agreement to any Person (other than a natural Person) without the consent of, or notice to, the Authority. The Lenders and each other Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, its rights to receive payment from the Authority hereunder, its interest in the related Bank Note and the other Program Documents without notice to, or the consent of, the Authority to a Person that is either (i)(A) an Affiliate of either Lender or (B) a trust or other custodial arrangement established by either Lender or an Affiliate of such Lender, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act or (ii) a “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (b) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (c) of this Section.

(b) *Participations.* Each Lender shall have the right to grant participations in all or a portion of such Lender’s interest in its Bank Note and this Agreement to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of such Lender hereunder and (ii) the Authority and the Trustee shall be required to deal only with such Lender, with respect to any matters under this Agreement, the Bank Notes and the other Program Documents and no such participant shall be entitled to enforce any provision hereunder against the Authority.

(c) Anything herein to the contrary notwithstanding, including, without limitation, Section 6.3 or 6.4 hereof, if any Participant or Noteholder shall incur increased costs or

capital adequacy requirements as contemplated by Section 6.3 hereof or any taxes shall be imposed on the Participant or Noteholder pursuant to Section 6.4 hereof, and such increased costs or capital adequacy requirements or taxes are greater than those that such Lender would have incurred had it not granted a participation interest as provided for in Section 11.7(b) hereof or assigned or transferred its rights to receive payment under Section 11.7(a) hereof, as applicable, then the Authority shall not be obligated to pay to such Participant or Noteholder any portion of the cost or tax greater than that which the Authority would have paid under the provisions of Section 6.3 or 6.4 hereof, as applicable, had such Lender not granted such participation interest or made such assignment or transfer, as applicable.

Neither Lender nor any other Noteholder or Participant may assign or transfer any interest in either Bank Note except as set forth in this Section 11.7.

(d) *Certain Pledges.* Each Lender may at any time pledge or grant a security interest in all or any portion of its rights under its Bank Note and this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, the United States Treasury or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 11.8 No Setoff. Notwithstanding anything to the contrary contained herein, each Lender, any Participant and any Noteholder hereby agrees that it will not assert any of its statutory or common law rights of setoff as the depository bank of the Authority in connection with the collection or repayment of any of the Obligations or any other obligation of the Authority owing to such Lender, any Participant or any Noteholder under this Agreement or the other Program Documents.

Section 11.9 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 11.10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, taken together, shall constitute but one and the same Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means”

means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 11.11 Patriot Act. The Administrative Agent and each Lender hereby notify the Authority that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Administrative Agent and the Lenders to identify the Authority in accordance with the Patriot Act. The Authority hereby agrees that it shall promptly provide such information upon request by the Administrative Agent or either Lender.

The Authority hereby represents and warrants and covenants and agrees (a) that it is not and shall not be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by OFAC, the Authority of the Treasury or included in any Executive Orders, that prohibits or limits either Lender from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority and (b) to ensure that the proceeds of the Loans shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 11.12 Dealing with the Authority and the Trustee. Each Lender and its affiliates may accept deposits from, extend credit to and generally engage in any kind of banking, trust or other business with the Authority and the Trustee regardless of the capacity of such Lender hereunder.

Section 11.13 No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement and the Program Documents (including in connection with any amendment, waiver or other modification hereof or of any other Program Document), the Authority acknowledges and agrees that: (a) (i) the services regarding this Agreement and the Program Documents provided by the Administrative Agent and the Lenders and any Affiliate thereof are arm’s-length commercial transactions between the Authority on the one hand, and the Administrative Agent, the Lenders and their Affiliates, on the other hand, (ii) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (iii) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Program Documents and (iv) the Administrative Agent and the Lenders have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Administrative Agent or any Lender or any affiliate thereof has provided other services or advised or is currently providing other services or advising the Authority on other matters); (b) (i) the Administrative Agent, the Lenders and their respective Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (as a municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934, as amended) or otherwise), agent or fiduciary, for the Authority or any other Person and (ii) neither the Administrative Agent, the Lenders nor any of their respective Affiliates has any obligation to the Authority with respect to

the transactions contemplated by this Agreement and the Program Documents except those obligations expressly set forth herein; and (c) the Administrative Agent, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Authority and neither the Administrative Agent, the Lenders nor any of their respective Affiliates has any obligation to disclose any of such interests to the Authority.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

[LENDER 2], as Administrative Agent
and Lender

By: _____

Name:

Title:

[LENDER 2] Commitment - \$_____

[LENDER 2] Commitment - Percentage ___%

[LENDER 1],
as Lender

By: _____
Name:
Title:

[LENDER 1] Commitment - \$_____

[LENDER 1] Commitment - Percentage ____%

EXHIBIT A

[FORM OF NOTE]

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUES BANK NOTE (LIMITED TAX BOND)

\$_____ Maximum Principal Amount

[DATE], 2021

FOR VALUE RECEIVED, the undersigned, SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (the “*Authority*”), hereby promises to pay to the order of [LENDER 1] [LENDER 2], and its successors and assigns (the “*Lender*”), at its principal office at [ADDRESS], in the manner and on the dates provided in the hereinafter defined Agreement in lawful money of the United States of America and in immediately available funds, the principal amount equal to the aggregate unreimbursed amount of the Advances and the related Loans made by the Lender pursuant to the Agreement not to exceed _____ Dollars (\$_____) and all other Obligations of the Authority under the Agreement. Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Amended and Restated Revolving Credit Agreement, dated as of [DATE], 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), by and among the Authority, [LENDER], as Lender and [LENDER 2], as Administrative Agent and Lender, as from time to time in effect.

The Indenture creates a pledge of and lien on the Revenues to pay Reimbursement Obligations subordinate only to Senior Lien Debt. The Indenture also creates a pledge of and lien on the Revenues to pay Lender Fees and Expenses (as defined in the Indenture). Said pledge of Revenues to pay the Lender Fees and Expenses shall constitute Subordinate Obligations.

The Authority further promises to pay interest from the date hereof on the outstanding principal amount hereof and unpaid interest hereon from time to time at the rates and times and in all cases in accordance with the terms of the Agreement. The Lender may endorse its records relating to this Bank Note with appropriate notations evidencing the Advances under the Agreement and payments of principal hereunder as contemplated by the Agreement, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the Authority hereunder.

This Bank Note is issued pursuant to, is entitled to the benefits of, and is subject to, the provisions of the Agreement and that certain Third Amended and Restated Indenture dated as of November 1, 2017, and the [Third] Supplemental Indenture, dated as of [DATE], 2021, each by and between the Authority and U.S. Bank National Association, as Trustee, as supplemented and amended from time to time, the Sales Tax Related Laws and the other Program Documents. The principal of this Bank Note is subject to prepayment in whole or in part in accordance with the terms of the Agreement.

The parties hereto, including the undersigned maker and all guarantors, endorsers and pledgors that may exist at any time with respect hereto, hereby waive presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance

and enforcement of this Bank Note and assent to the extensions of the time of payment or forbearance or other indulgence without notice.

This Bank Note and the obligations of the Authority hereunder shall for all purposes be governed by and interpreted and determined in accordance with the laws of the State of California (excluding the laws applicable to conflicts or choice of law).

IN WITNESS WHEREOF, the Authority has caused this Bank Note to be signed in its name as an instrument by its duly authorized officer on the date and in the year first above written.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This Bank Note is a Note described in the Indenture mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

Date of Authentication: _____

TRANSACTIONS
ON
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUES BANK NOTE

DATE	COMMITMENT	INTEREST RATE	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY
------	------------	------------------	-----------------------------------	--------------------------------------	---------------------

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or
Taxpayer Identification Number of Transferee

/ _____ /

(Please print or typewrite name and address, including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Note on the books kept for registration thereof, with
full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member or participant
of a signature guarantee program

NOTICE: The signature above must
correspond with the name of the Owner as it
appears upon the front of this Note in every
particular, without alteration or enlargement or
change whatsoever.

EXHIBIT B

[FORM OF REQUEST FOR ADVANCE]

REQUEST FOR ADVANCE AND REVOLVING LOAN

[LENDER 2 ADDRESS]

Ladies and Gentlemen:

The undersigned, an Authorized Representative, refers to the Amended and Restated Revolving Credit Agreement, dated as of [DATE], 2021 (together with any amendments or supplements thereto, the “*Agreement*”), by and among the San Francisco County Transportation Authority (the “*Authority*”), [LENDER 1], as a lender, and [LENDER 2], as a lender and as administrative agent (the “*Administrative Agent*”) (the terms defined therein being used herein as therein defined) and hereby requests, pursuant to Section 2.3 of the Agreement, that the Administrative Agent, on behalf of the Lenders, make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance (the “*Proposed Advance*”):

1. The Business Day of the Proposed Advance is _____, 20__ (the “*Advance Date*”), which is at least [_____] Business Days after the date hereof.
2. The principal amount of the Proposed Advance is \$ _____, which is not greater than the Available Commitment as of the Advance Date set forth in 1 above.
3. The aggregate amount of the Proposed Advance shall be used solely for the payment of [[Costs of a Project]] or [costs of issuance in connection with this Agreement] or [any other purpose permitted under the Act].
4. The interest rate with respect to the Proposed Advance shall be the [Index Rate].
5. After giving effect to the Proposed Advance, the aggregate principal amount of all Loans outstanding under the Agreement will not exceed the Available Commitment.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the Advance Date, before and after giving effect thereto:

(a) the undersigned is an Authorized Representative;

(b) the representations and warranties of the Authority set forth in Article VII of the Agreement shall be true and correct in all material respects on the date hereof and on such Advance Date as though made on the date hereof and on the date of Advance Date (except to the extent any such representation or warranty specifically relates to an earlier date, then such representation or warranty will be true and correct as of such earlier date);

(c) no Default or Event of Default shall have occurred and be continuing on such Advance Date;

(d) no Material Adverse Change nor any Material Adverse Operational Effect shall have occurred on or before such Advance Date;

(e) the Commitment and the obligation of the Administrative Agent, on behalf of the Lenders, to make an Advance under the Agreement shall not have terminated pursuant to Section 9.2 of the Agreement or pursuant to Section 2.7 of the Agreement; and

(f) the Authority has provided or will provide the following to the Administrative Agent on or before the Advance Date:

(i) an opinion of Bond Counsel dated the Advance Date and addressed to each Lender as to the exclusion of interest on the requested Advance and the related Loans from gross income for federal income tax purposes, and as to the validity and enforceability with respect to the Authority of this Agreement, the Bank Notes and the Indenture, in form and substance satisfactory to the Administrative Agent;

(ii) an executed Supplemental Tax Certificate; and

(iii) evidence that an IRS Form 8038-G has been duly completed by the Authority and signed by the Authority

The Proposed Advance shall be made by the Administrative Agent, on behalf of the Lenders, by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Insert wire instructions]

Very truly yours,

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

cc: U.S. Bank National Association, as trustee

EXHIBIT C

[FORM OF REQUEST FOR EXTENSION]

REQUEST FOR EXTENSION

[Date]

[LENDER 2 ADDRESS]

Ladies and Gentlemen:

Reference is made to the Amended and Restated Revolving Credit Agreement dated as of [DATE], 2021 (together with any amendments or supplements thereto, the “*Agreement*”) by and among the San Francisco County Transportation Authority (the “*Authority*”), [LENDER 1], as a lender, and [LENDER 2], as a lender and as administrative agent (the “*Administrative Agent*”). All terms defined in the Agreement are used herein as defined therein.

The Authority hereby requests, pursuant to Section 2.8 of the Agreement, that the Commitment Expiration Date with respect to the Available Commitment as of the date hereof be extended by one year to _____, _____. Pursuant to such Section 2.8, we have enclosed with this request the following information:

1. A reasonably detailed description of any and all Defaults that have occurred and are continuing;
2. Except as set forth in the response to 1 above, confirmation that all representations and warranties of the Authority as set forth in Article VII of the Agreement and each Program Document are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof; and
3. Any other pertinent information previously requested by the Administrative Agent or any Lender.

The Administrative Agent, on behalf of the Lenders, is asked to notify the Authority of the decision with respect to this request within 60 days of the date of receipt hereof. If the Administrative Agent, on behalf of the Lenders, fails to notify the Authority of the Lenders’ decision within such 60-day period, the Administrative Agent, on behalf of the Lenders, shall be deemed to have rejected such request.

Very truly yours,

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

cc: U.S. Bank National Association, as trustee

EXHIBIT D

[FORM OF NOTICE OF TERMINATION]

NOTICE OF TERMINATION

San Francisco County Transportation Authority
1455 Market Street, 22nd Floor,
San Francisco, CA 94103
Attention: Deputy Director for Finance & Administration
Telephone: (415) 522-4828
Facsimile: (415) 522-4829

Ladies and Gentlemen:

We refer to the Amended and Restated Revolving Credit Agreement dated as of [DATE], 2021 (together with any amendments or supplements thereto, the “*Agreement*”), by and among the San Francisco County Transportation Authority (the “*Authority*”), [LENDER 1], as a lender, and [LENDER 2], as a lender and as administrative agent (the “*Administrative Agent*”). Any term below which is defined in the Agreement shall have the same meaning when used herein.

We hereby notify you that an Event of Default has occurred under Section 9.1 of the Agreement. As a result, unless and until you have been advised otherwise by us:

1. The Available Commitment [**has been automatically**]/[**is hereby**] reduced to \$0.00 and the Administrative Agent, on behalf of the Lenders, has no further obligation to make Advances under the Agreement; and
2. The Commitment [**has been automatically**]/[**is**] terminated and will no longer be reinstated.

IN WITNESS WHEREOF, we have executed and delivered this Notice as of the ____ day
of _____, 20__.

Very truly yours,

[LENDER 2]

By: _____

Name: _____

Title: _____

EXHIBIT E

[FORM OF NOTICE OF TERMINATION OR REDUCTION]

NOTICE OF TERMINATION OR REDUCTION

[Date]

[LENDER 2 ADDRESS]

Ladies and Gentlemen:

Re: Amended and Restated Revolving Credit Agreement dated as of [DATE], 2021

The San Francisco County Transportation Authority (the “*Authority*”), through its undersigned, an Authorized Representative, hereby certifies to [LENDER 2] (the “*Administrative Agent*”), with reference to the Amended and Restated Revolving Credit Agreement dated as of [DATE], 2021 (together with any amendments or supplements thereto, the “*Agreement*”), by and among the Authority, [LENDER 1], as a Lender, and [LENDER 2], as a Lender and as the Administrative Agent (the terms defined therein and not otherwise defined herein being used herein as therein defined):

[(1) The Authority hereby informs you that the Commitment is terminated in accordance with the Agreement.]

OR

[(1) The Authority hereby informs you that the Available Commitment is reduced from [insert amount as of the date of Certificate] to [insert new amount], such reduction to be effective on _____.]

IN WITNESS WHEREOF, the Authority has executed and delivered this Notice this
_____ day of _____, _____.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT F

[FORM OF NOTICE OF EXTENSION]

NOTICE OF EXTENSION

[Date]

San Francisco County Transportation Authority
1455 Market Street, 22nd Floor
San Francisco, CA 94103
Attention: Deputy Director for Finance & Administration
Telephone: (415) 522-4828

Ladies and Gentlemen:

We hereby notify you that pursuant to Section 2.8 of the Amended and Restated Revolving Credit Agreement, dated as of [DATE], 2021, by and among the San Francisco County Transportation Authority, [LENDER 1], as a Lender, and [LENDER 2], as Administrative Agent and as a Lender, the Commitment Expiration Date with respect to the Commitment as of the date hereof shall be extended _____ to _____, _____. Your acknowledgment hereof shall be deemed to be your representation and warranty that all your representations and warranties contained in Article VII of the Agreement and each other Program Document are true and correct and will be true and correct as of the date hereof and that no Default or Event of Default has occurred and is continuing.

Very truly yours,

[LENDER 1], as Administrative Agent

By: _____

Name: _____

Title: _____

cc: U.S. Bank National Association, as trustee

Acknowledged as of _____, _____ by

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By _____

Name: _____

Title: _____

EXHIBIT G-1

[FORM OF COMPLIANCE CERTIFICATE]

**CERTIFICATE OF THE
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**

Pursuant to Section 8.2(a) of that certain Amended and Restated Revolving Credit Agreement, dated as of [DATE], 2021 (the "Agreement"), by and among the San Francisco County Transportation Authority, [LENDER 1], as a Lender, and [LENDER 2], as Administrative Agent and as a Lender, the undersigned hereby certifies as follows:

1. The Debt Service Coverage Ratio for the Fiscal Year ended _____, 20[] is calculated as follows:

[A] Sales Tax Revenues for Fiscal Year referenced above: \$ _____

[B] Annual Debt Service for Fiscal Year referenced above on account of All Sales Tax Revenue Obligations: \$ _____

[C] Debt Service Coverage Ratio ([A]/[B]): _____

2. [As of the date hereof, no Event of Default or Default has occurred.] [The following Event of Default or Default has occurred:

_____] ¹

Capitalized terms used herein have the definitions assigned to them in the Agreement

IN WITNESS WHEREOF, I have executed this certificate this day of _____ day of _____, 20[].

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

Deputy Director for Finance and Administration

¹ Specify the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default

EXHIBIT G-2

[FORM OF COMPLIANCE CERTIFICATE]

**CERTIFICATE OF THE
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**

Pursuant to Section 8.12 of that certain Amended and Restated Revolving Credit Agreement, dated as of [DATE], 2021 (the “*Agreement*”), by and among the San Francisco County Transportation Authority, [LENDER 1], as a Lender, and [LENDER 2], as Administrative Agent and as a Lender, the undersigned hereby certifies as follows:

1. The Maximum Annual Debt Service Coverage Ratio as of _____, 20[___] with respect to Parity Debt, Senior Lien Debt and Subordinate Obligations is calculated as follows:

[A] Sales Tax Revenues for any twelve (12) consecutive months out of the most recently ended eighteen (18) consecutive months immediately preceding: \$ _____

[B] Maximum Annual Debt Service on (i) all Advances, Loans, Parity Debt, Senior Lien Debt and Subordinate Obligations then Outstanding and (ii) the additional Advances, Loans, Parity Debt, Senior Lien Debt or Subordinate Obligations proposed to be issued: \$ _____

[C] Maximum Annual Debt Service Coverage Ratio ([A]/[B]): _____

2. The Maximum Annual Debt Service Coverage Ratio as of _____, 20[___] with respect to Parity Debt and Senior Lien Debt is calculated as follows:

[A] Sales Tax Revenues for any twelve (12) consecutive months out of the most recently ended eighteen (18) consecutive months immediately preceding: \$ _____

[B] Maximum Annual Debt Service on (i) all Advances, Loans, Parity Debt and Senior Lien Debt then Outstanding and (ii) the additional Advances, Loans, Parity Debt or Senior Lien Debt proposed to be issued: \$ _____

[C] Maximum Annual Debt Service Coverage Ratio ([A]/[B]): _____]

3. As the date hereof, no Event of Default has occurred or is continuing.

Capitalized terms used herein have the definitions assigned to them in the Reimbursement Agreement

IN WITNESS WHEREOF, I have executed this certificate this ____ day of _____, 20[___].

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

Deputy Director for Finance and Administration

EXHIBIT H

AUTHORIZED REPRESENTATIVE CERTIFICATE

Dated [DATE]

Re: Amended and Restated Revolving Credit Agreement dated [DATE], 2021, by and among the San Francisco County Transportation Authority, [LENDER 1], as a Lender, and [LENDER 2], as Administrative Agent and as a Lender Relating to San Francisco County Transportation Authority Sales Tax Revenues Bank Notes (Limited Tax Bond)

Ladies and Gentlemen:

Reference is made to the Amended and Restated Revolving Credit Agreement dated as of [DATE], 2021 (the “*Credit Agreement*”), by and among the San Francisco County Transportation Authority (the “*Authority*”), [LENDER 1], as a Lender, and [LENDER 2] (the “*Administrative Agent*”), as Administrative Agent and as a Lender, relating to San Francisco County Transportation Authority Sales Tax Revenues Bank Notes (Limited Tax Bond). All capitalized terms used herein have the same meaning herein as such terms are defined in the Credit Agreement. Listed below are the names, titles and genuine signatures of the Authorized Representatives of the Authority who are authorized to submit and execute Requests for Advances, under the Credit Agreement:

TITLE	NAME	SIGNATURE

The Administrative Agent and the Lenders shall be entitled to conclusively presume that the persons listed above continue to be authorized to act on behalf of the Authority until otherwise notified in writing by an officer of the Authority.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

Dated as of the date first above written.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By _____
Name _____
Title _____

THIRD AMENDED AND RESTATED INDENTURE

between

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of November 1, 2017

RELATING TO THE
SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY
SENIOR SALES TAX REVENUE BONDS (LIMITED TAX BONDS)

AND

SALES TAX REVENUES BANK NOTE
(LIMITED TAX BOND)

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THIRD AMENDED AND RESTATED INDENTURE

This **THIRD AMENDED AND RESTATED INDENTURE**, dated as of November 1, 2017 (the “**Indenture**”), between the **SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “**Transportation Authority**”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “**Trustee**”), hereby amends and restates the Amended and Restated Indenture, dated as of June 1, 2015, by and between the Transportation Authority and the Trustee (the “**Original Indenture**”).

W I T N E S S E T H :

WHEREAS, the Transportation Authority is duly organized and existing under the Bay Area County Traffic and Transportation Funding Act, being Division 12.5 of the Public Utilities Code of the State of California (Sections 131000 et seq.) (the “**Act**”);

WHEREAS, the Board of Supervisors of the City and County of San Francisco adopted Resolution Number 485-03 on July 29, 2003, which approved the New Transportation Expenditure Plan for San Francisco, recommended on July 22, 2003 by the Transportation Authority (the “**Expenditure Plan**”) and called and provided for an election for the purpose of submitting to the voters a measure to enact an ordinance (the “**Ordinance**”) that would, in part, authorize implementation of the Expenditure Plan, continue collection of the retail transactions and use tax applicable in the City and County of San Francisco at the then-existing level of one-half of one percent (1/2%) (the “**Sales Tax**”), continue in effect the Transportation Authority as the independent agency to administer the Sales Tax and oversee implementation of the Projects and authorize the Transportation Authority to issue limited tax bonds as needed, in a total outstanding aggregate amount not to exceed \$1,880,000,000 secured by and payable from the proceeds of the Sales Tax;

WHEREAS, the enactment of the Ordinance and levy of the Sales Tax was approved by more than two thirds of the electors voting on the measure to authorize enactment at the election held for such purpose on November 4, 2003;

WHEREAS, the collection of the Sales Tax, which commenced on April 1, 1990, will continue through the implementation of the 30-year Expenditure Plan and future updates thereto;

WHEREAS, the Transportation Authority is authorized by Section 131109 of the California Public Utilities Code and other applicable law to issue from time to time indebtedness payable in whole or in part from revenues of the Sales Tax;

WHEREAS, the Transportation Authority has issued a promissory note (the “**Note**”) under the Original Indenture evidencing Loans (as defined herein) under the Credit Agreement (as defined herein) and to secure the payment of the principal of, and interest on, the Loans (the “**Loan Debt Service**”) and Lender Fees and Expenses (as defined herein);

WHEREAS, Loan Debt Service is secured by and payable from the Sales Tax Revenues (defined herein) on a parity basis with any other Parity Debt issued from time to time, and on a subordinate basis to any Senior Lien Debt issued from time to time;

WHEREAS, the Lender Fees and Expenses are secured by and payable from the Sales Tax Revenues as Subordinate Obligations (as defined herein) issued from time to time and which together will be on a subordinate basis to the Loan Debt Service and any other Parity Debt issued from time to time;

WHEREAS, the Note will remain outstanding under this Indenture and Loan Debt Service and Lender Fees and Expenses will continue to be secured and payable from the Sales Tax Revenues as set forth herein; and

WHEREAS, the Transportation Authority has determined to provide for the issuance of Senior Sales Tax Revenue Bonds (Limited Tax Bonds) (the “**Senior Lien Bonds**”), which shall be secured by and payable from Sales Tax Revenues on a parity with Senior Lien Obligations and on a basis senior to the Loan Debt Service and other Parity Debt issued from time to time;

WHEREAS, the execution and delivery of this Indenture has in all respects been duly and validly authorized by resolutions duly passed and approved by the Transportation Authority; and

WHEREAS, Section 9.01 of the Original Indenture expressly permits modifications to the Original Indenture; and

WHEREAS, the Transportation Authority has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and interest on all Senior Lien Bonds at any time issued, authenticated and delivered hereunder; the payment of other Senior Lien Obligations at any time incurred hereunder; the payment of Loan Debt Service and any other Parity Debt at any time incurred hereunder, and the payment of Lender Fees and Expenses and any other Subordinate Obligations at any time incurred hereunder; and to provide the terms and conditions under which all property, rights and interests hereby assigned and pledged are to be dealt with and disposed of, and to secure performance and observance of the terms, covenants and conditions herein and in the Senior Lien Bonds and the Note, and in consideration of the premises and material covenants herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the Transportation Authority does hereby agree and covenant with the Trustee, for the benefit of the respective Holders from time to time of Senior Lien Debt, Parity Debt and Subordinate Obligations, as follows:

ARTICLE I

DEFINITIONS; EQUALITY OF SECURITY; CONTENT OF CERTIFICATES AND OPINIONS

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Accreted Value” means, with respect to any Capital Appreciation Bond, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value at any date shall be the amounts set forth in the Accreted Value Table as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date plus the amount of daily interest accrued from such preceding compounding date to the date of determination.

“Accreted Value Table” means the table denominated as such which appears as an exhibit to, and to which reference is made in, a Supplemental Indenture providing for a Series of Capital Appreciation Bonds issued pursuant to such Supplemental Indenture.

“Accrued Parity Interest” means, for any current or future calendar month, the amount of interest which has accrued or will accrue on Parity Debt during that month, less any interest which accrues during such period but for which a separate fund has been established and into which have been deposited moneys, Defeasance Securities or Investment Securities which, with the earnings thereon, will be sufficient to pay such interest and which fund has been established for the purpose of paying such interest. With respect to Parity Debt (i) bearing an interest rate which will or may fluctuate from the date of calculation to the end of such calendar month or (ii) coupled with an interest rate swap agreement in effect on the date of calculation, interest after the calculation date, for purposes of calculating Accrued Parity Interest for such month, will be assumed to accrue at a rate equal to maximum rate identified in the Supplemental Indenture pursuant to which such Parity Debt was issued. For any prior calendar month, “Accrued Parity Interest” shall mean the actual amount of interest which has accrued on Parity Debt during that month. With respect to any Parity Debt comprised of Capital Appreciation Bonds, the interest accruing thereon shall be treated as an accretion of principal not includable as Accrued Parity Interest.

“Accrued Parity Premium” means, with respect to any Parity Debt which is to be redeemed or otherwise prepaid, the full amount of the premium or prepayment penalty imposed as a condition of such redemption or prepayment. The full amount of such premium or penalty will be deemed to accrue in the calendar month in which notice of the redemption or prepayment is given by the Transportation Authority to the Trustee.

“Accrued Parity Principal” means, with respect to any calendar month, the amount of principal and Accreted Value which has matured or will mature on Parity Debt during that month less any principal and Accreted Value which matures during such period but for which a separate fund has been established and into which have been deposited moneys, Defeasance Securities or

Investment Securities which, with the earnings thereon, will be sufficient to pay such principal and Accreted Value and which fund is irrevocably pledged to the payment of such principal and Accreted Value. For purposes of this definition, it shall be assumed that for any payment of principal or Accreted Value, principal and Accreted Value commences to mature on the later of (i) the date of issue of the Parity Debt or (ii) one year prior to the payment date (unless principal and Accreted Value is payable more frequently than annually, in which case, principal and Accreted Value will, for the first payment, be assumed to mature from the later of the date of issuance or one year prior to the first payment date and thereafter principal and Accreted Value will mature from the date of each principal payment of principal or Accreted Value) and principal and Accreted Value shall be assumed to accrue in equal monthly installments during each calendar month or portion of any calendar month occurring from the time of commencement of such maturity to the payment date.

“Accrued Senior Lien Interest” means, for any current or future calendar month, the amount of interest which has accrued or will accrue on a Series of Senior Lien Bonds and Senior Lien Obligations during that month, less any interest which accrues during such period but for which a separate fund has been established and into which have been deposited moneys, Defeasance Securities or Investment Securities which, with the earnings thereon, will be sufficient to pay such interest and which fund has been established for the purpose of paying such interest. With respect to Senior Lien Bonds or Senior Lien Obligations (i) bearing an interest rate which will or may fluctuate from the date of calculation to the end of such calendar month or (ii) coupled with an Interest Rate Swap Agreement in effect on the date of calculation, interest after the calculation date, for purposes of calculating Accrued Senior Lien Interest for such month, will be assumed to accrue at a rate equal to maximum rate identified in the Supplemental Indenture pursuant to which such Senior Lien Bonds or Senior Lien Obligations were issued. For any prior calendar month, “Accrued Senior Lien Interest” shall mean the actual amount of interest which has accrued on Series of Senior Lien Bonds or Senior Lien Obligations during that month. With respect to Senior Lien Bonds issued as Capital Appreciation Bonds, the interest accruing thereon shall be treated as an accretion of principal not includable as Accrued Senior Lien Interest.

“Accrued Senior Lien Premium” means, with respect to any Senior Lien Bonds or Senior Lien Obligations which are or is to be redeemed or otherwise prepaid, the full amount of the premium or prepayment penalty imposed as a condition of such redemption or prepayment. The full amount of such premium or penalty will be deemed to accrue in the calendar month in which notice of the redemption or prepayment is given by the Transportation Authority to the Trustee.

“Accrued Senior Lien Principal” means, with respect to any calendar month, the amount of principal and Accreted Value which has matured or will mature on Senior Lien Debt during that month less any principal and Accreted Value which matures during such period but for which a separate fund has been established and into which have been deposited moneys, Defeasance Securities or Investment Securities which, with the earnings thereon, will be sufficient to pay such principal and Accreted Value and which fund is irrevocably pledged to the payment of such principal and Accreted Value. For purposes of this definition, it shall be assumed that for any payment of principal or Accreted Value, principal and Accreted Value commences to mature on the later of (i) the date of issue of the Senior Lien Debt or (ii) one year prior to the payment date (unless principal and Accreted Value is payable more frequently than annually, in which case, principal and Accreted Value will, for the first payment, be assumed to mature from the later of the

date of issuance or one year prior to the first payment date and thereafter principal and Accreted Value will mature from the date of each principal payment of principal or Accreted Value) and principal and Accreted Value shall be assumed to accrue in equal monthly installments during each calendar month or portion of any calendar month occurring from the time of commencement of such maturity to the payment date.

“Act” means the Bay Area County Traffic and Transportation Funding Act, Division 12.5 (Section 131000 et seq.) of the Public Utilities Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Additional Advance” means an Advance subsequent to Advance No. 1.

“Additional Note Tax Certificate” means a tax certificate or supplemental tax certificate delivered in connection with an Additional Advance.

“Advance” means an Advance, as such term is defined in the Credit Agreement.

“Advance No. 1” means the initial advance under the Credit Agreement, made on June 11, 2015.

“Aggregate Accrued Parity Interest” means, for any calendar month, the sum of the Accrued Parity Interest for all Parity Debt.

“Aggregate Accrued Parity Principal” means, for any calendar month, the sum of the Accrued Parity Principal for all Parity Debt.

“Aggregate Accrued Senior Lien Interest” means, for any calendar month, the sum of the Accrued Senior Lien Interest for all Senior Lien Debt.

“Aggregate Accrued Senior Lien Principal” means, for any calendar month, the sum of the Accrued Senior Lien Principal for all Senior Lien Debt.

“Annual Projected Senior Lien Debt Service” means, for any Fiscal Year, the aggregate amount (without duplication) of principal and interest on all Senior Lien Debt becoming due and payable during such Fiscal Year calculated using the assumptions set forth under the definition of Projected Senior Lien Debt Service.

“Assumed Senior Lien Debt Service” means for any Fiscal Year the aggregate amount of principal and interest which would be payable on all Senior Lien Debt, if each Excluded Principal Payment were amortized on a substantially level debt service basis or other amortization schedule provided by the Transportation Authority for a period commencing on the date of calculation of such Assumed Senior Lien Debt Service and ending on the earlier of (i) the date specified by the Transportation Authority or (ii) the Tax Expiration Date, such Assumed Senior Lien Debt Service to be calculated on a level debt service basis or other amortization schedule provided by the Transportation Authority, based on a fixed interest rate equal to the rate at which the Transportation Authority could borrow for such period, as set forth in a certificate of a Consultant, delivered to the Trustee, who may rely conclusively on such certificate, such certificate to be delivered within thirty (30) days of the date of calculation.

“Authorized Representative” means the Executive Director of the Transportation Authority, its Chief Deputy Director, or any other person designated by the Executive Director of the Transportation Authority and who has been identified in a Certificate of the Transportation Authority delivered to the Trustee, and whose signature has likewise been certified to the Trustee. If a designation by the Executive Director of the Transportation Authority applies with respect to the Note, a copy of such Certificate of the Transportation Authority shall be delivered to the Lender.

“Beneficial Owner” means any Person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bond, including, without limitation, any Person holding Senior Lien Bonds through nominees or depositories, including the Securities Depository.

“Board” means the Board of Commissioners of the Transportation Authority.

“BOE” has the same meaning as “CDTFA” below.

“Bond Counsel” means such firm or firms of national standing in the field of public finance as is selected by the Transportation Authority.

“Bond Obligation” means, as of any given date of calculation, (1) with respect to any Outstanding Current Interest Bond, the principal amount of such Senior Lien Bond and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof.

“Bond Register” has the meaning given to such term in Section 3.07 hereof.

“Business Day” means any day other than: (i) a Saturday or Sunday; or (ii) day upon which banking institutions in San Francisco, California or New York, New York, or, with respect to the Note, Boston, Massachusetts, are required or authorized by law to be closed; or (iii) with respect to the Note, a day upon which the office of the Lender where Requests for Advances are to be presented under the Credit Agreement is required or authorized by law to be closed; or (iv) for purposes of payments and other actions relating to Senior Lien Bonds secured by a Credit Enhancement or supported by a Liquidity Facility, a day upon which commercial banks in the city in which is located the office of the issuing bank at which demands for payment under the Credit Enhancement or Liquidity Facility, as applicable, are to be presented are authorized or obligated by law or executive order to be closed; or (v) with respect to Senior Lien Bonds, a day on which the New York Stock Exchange is closed.

“Capital Appreciation Bonds” means the Senior Lien Bonds of any Series designated as Capital Appreciation Bonds in the Supplemental Indenture providing for the issuance of such Series of Senior Lien Bonds and on which interest is compounded and paid at maturity or on prior redemption.

“CDTFA” means the California Department of Tax and Fee Administration (which has succeeded to the duties, powers and responsibilities of the State Board of Equalization of the State of California with respect to the collection of sales taxes on behalf of the Transportation Authority and deposit of the Sales Tax Revenues with the Trustee), or any State agency or that succeeds to, and is vested with, its duties, powers and responsibilities with respect to the collection of sales

taxes on behalf of the Transportation Authority and deposit of the Sales Tax Revenues with the Trustee pursuant to the CDTFA Contract.

“CDTFA Contract” means the Agreement for State Administration of District Transactions and Use Taxes dated as of February 16, 1990, between the Transportation Authority and the BOE, together with the EFT Authorization Agreement for Local Jurisdictions executed by the Transportation Authority and dated November 1, 2013.

“Certificate, Statement, Request, Requisition and/or Order of the Transportation Authority” mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Transportation Authority by an Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03 hereof, each such instrument shall include the statements provided for in Section 1.03 hereof.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder, or any successor thereto. Reference to any particular Code section shall, in the event of a successor code, be deemed to be reference to the successor to such Code section.

“Consultant” means any accountant, attorney, consultant, financial advisor or investment banker, or firm thereof, retained by the Transportation Authority to perform acts and carry out the duties provided for such Consultant in this Indenture. Such accountant, attorney, consultant, financial advisor or investment banker, or firm thereof, shall be nationally recognized within its profession for work of the character required.

“Corporate Trust Office” or **“corporate trust office”** means, with respect to the Trustee, the corporate trust office of the Trustee at [REDACTED], or such other or additional offices as may be designated in writing by the Trustee to the Transportation Authority.

“Costs,” when used with respect to a Project or Projects (or portion of a Project or Projects) shall mean all costs of construction, acquisition or improvement of such Project or Projects or portion thereof, including all costs and estimated costs incidental to, or connected with, the accomplishment of those purposes, as permitted by the Act and the Ordinance.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Transportation Authority and related to the authorization, execution and delivery of the applicable Senior Lien Bonds, Senior Lien Obligations, Parity Debt or Subordinate Obligations and related documents, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning the applicable bonds or obligations and such documents, the initial fees, expenses and charges of the Trustee with respect to such bonds or obligations, Bond Counsel, counsel to the lender, purchaser and/or underwriter, and other legal fees and charges, fees and disbursements of consultants and professionals,

including municipal advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of any bond or note, surety, insurance, liquidity and credit enhancements costs, including fees and expenses payable to a lender, purchaser and/or underwriter (including fees and expenses payable to the Lender under the Credit Agreement), and any other cost, charge or fee in connection with the issuance or incurrence of such bonds or obligations.

“Counterparty” means an entity which has entered into an Interest Rate Swap Agreement with the Transportation Authority.

“County” means the City and County of San Francisco, California.

“Credit Agreement” means the Revolving Credit Agreement, dated as of June 1, 2015, by and between the Transportation Authority and the Lender, as originally executed and as it may from time to time be amended, restated, supplemented or otherwise modified pursuant to its terms.

“Credit Agreement Obligations” means “Obligations,” as such term is defined in the Credit Agreement.

“Credit Enhancement” means, with respect to a Series of Senior Lien Bonds, any Insurance, letter of credit, line of credit, surety bond or other instrument, if any, which secures or guarantees the payment of principal of and interest on a Series of Senior Lien Bonds, issued by an insurance company, commercial bank or other financial institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms.

“Credit Provider” means, with respect to a Series of Senior Lien Bonds, the Insurer, commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Credit Enhancement then in effect with respect to such Series of Senior Lien Bonds.

“Current Interest Bonds” means the Senior Lien Bonds of any Series not designated as Capital Appreciation Bonds and that pay interest to the Holders thereof on a periodic basis prior to maturity.

“Defeasance Securities” means: (i) direct, non-callable obligations of the United States Treasury, (ii) direct non-callable and non-prepayable obligations which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons from the above securities which are stripped pursuant to United States Treasury programs, (iv) non-callable and non-prepayable refunded bonds that are obligations of the United States of America; (v) Resolution Funding Corporation (REFCORP) bonds and strips; (vi) non-callable, and non-prepayable fixed rate Israel Notes guaranteed as to principal and interest by the United States of America through the United Agency for International Development (provided that, such notes are “Aaa”-rated and mature at least four business days before funds are needed for refunded bond debt service payments); (vii) United States Treasury Securities — State and Local Government Series (SLGS); (viii) the following non-callable, non-prepayable obligations of federal government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Bank, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority,

Farm Credit System, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration (provided such entities maintain a rating of “Aaa”); and (ix) any pre-refunded municipal security that is non-callable or has been irrevocably called for redemption and is rated “Aaa” at the time of deposit, which carries a fixed interest rate and matures or is to be redeemed on a date certain and is secured by an escrow containing securities listed in (i) through (viii) above.

“Event of Default” means a Senior Lien Event of Default or a Parity Debt Event of Default.

“Excluded Principal Payment” means each payment of principal of Senior Lien Debt which the Transportation Authority determines (in a Certificate of the Transportation Authority) that the Transportation Authority intends to pay with moneys that are not Revenues or have been transferred to the Transportation Authority in accordance with Section 7.02 but from future debt obligations of the Transportation Authority, grants from the State or federal government, or any agency or instrumentality thereof, or any other source of funds of the Transportation Authority, upon which determination of the Transportation Authority the Trustee may conclusively rely. No such determination shall affect the security for such Senior Lien Debt or the obligation of the Transportation Authority to pay such payments from Revenues or amounts on deposit in any debt service reserve fund established under a Supplemental Indenture with respect to any such Senior Lien Debt. No payment of principal of Senior Lien Debt may be determined to be an Excluded Principal Payment unless it is due on or prior to the Tax Expiration Date.

“Expenditure Plan” means the New Transportation Expenditure Plan for San Francisco, recommended to the Board of Supervisors of the County by the Transportation Authority on July 22, 2003, and approved by County Resolution Number 485-03 on July 29, 2003 and by the Ordinance, as such Expenditure Plan may hereafter be modified in accordance with applicable law.

“First Supplemental Indenture” means the First Supplemental Indenture, dated November 1, 2017, between the Transportation Authority and the Trustee.

“Fiscal Year” means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other period as the Transportation Authority designates as its fiscal year.

“Fitch” means Fitch Ratings, and its successors and assigns, except that if such company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Transportation Authority (other than Moody’s or S&P).

“Holder” or **“Owner”** means, whenever used herein with respect to any Indenture Obligation, the person in whose name such Indenture Obligation is registered, or if such Indenture Obligation is identified in the Supplemental Indenture pursuant to which it is issued or incurred as not being in registered form, the term shall have the meaning given to it in such Supplemental Indenture. With respect to the Note, the initial Holder shall be the Lender.

“Indebtedness” means at any date and without duplication, (i) all obligations of the Transportation Authority for borrowed money, and all obligations of the Transportation Authority evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (ii) all direct or contingent obligations of the Transportation Authority arising under letters of credit, bankers’ acceptances, bank guaranties, surety bonds and similar instruments, (iii) Capital Lease Obligations, (iv) all obligations of the Transportation Authority to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (v) all indebtedness of others secured by a lien on any asset of the Transportation Authority, whether or not such indebtedness is assumed by the Transportation Authority, (vi) all indebtedness of others guaranteed by, or secured by any of the revenues or assets of, the Transportation Authority, and (vii) all payment obligations of the Transportation Authority under any Swap Contract. For purposes of this definition, “Capital Lease Obligations” of the Transportation Authority means the obligations of the Transportation Authority to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of the Transportation Authority under generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Transportation Authority applied by the Transportation Authority on a basis consistent with the Transportation Authority’s most recent audited financial statements, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with such generally accepted accounting principles. For purposes of this definition, “Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“Indenture” means this Third Amended and Restated Indenture, between the Transportation Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by any Supplemental Indenture delivered pursuant to the provisions of Section 12.01 hereof.

“Indenture Obligations” means any Senior Lien Debt, Parity Debt or Subordinate Obligations Outstanding or with respect to which any amounts are owed.

“Insurance” means any financial guaranty insurance policy or municipal bond insurance policy issued by an Insurer insuring the payment when due of principal of and interest on a Series

of Senior Lien Bonds as provided in such financial guaranty insurance policy or municipal bond insurance policy.

“Insurer” means any provider of Insurance with respect to a Series of Senior Lien Bonds.

“Interest Rate Swap Agreement” means an interest rate swap, cap, collar, option, floor, forward, derivative, or other hedging agreement, arrangement or security, however denominated, entered into between the Transportation Authority and a Counterparty, in connection with or incidental to, the issuance or carrying of Senior Lien Bonds, including, without limitation, an interest rate swap, cap, collar, option, floor, forward, derivative, or other hedging agreement, arrangement or security entered into in advance of the issuance of Senior Lien Bonds and designated by the Transportation Authority in a Certificate or Supplemental Indenture as a Senior Lien Obligation; provided, however, that no such Interest Rate Swap Agreement shall have a notional amount greater or lesser than the Outstanding principal amount of the Senior Lien Bonds to which such Interest Rate Swap Agreement relates.

“Investment Securities” means the following, so long as permitted by applicable law and by the Transportation Authority’s investment policy:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and including interest strips of bonds issued by the Resolution Funding Corporation and held in book-entry form by the Federal Reserve Bank of New York;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

(iii) obligations issued by Banks for Cooperatives, Federal Land Banks, Federal Intermediate Credit Banks, Federal Farm Credit Banks, Federal Home Loan Banks, the Federal Home Loan Bank Board, the Federal Home Loan Mortgage Corporation, the Resolution Funding Corporation, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association, or in guaranteed portions of Small Business administration notes or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise;

(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state of the United States of America or any political subdivision thereof or any agency or department of the foregoing, including obligations payable

solely out of revenues from a revenue-producing property owned, controlled, or operated by the state or political subdivision; provided that such obligations are rated in either of the two highest Rating Categories by any Rating Agency;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds or other obligations for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii), which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which are rated in one of the two highest long-term Rating Categories by any Rating Agency;

(vii) Bankers' Acceptances issued by domestic or domestic branches of foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by any Rating Agency and which do not exceed 180 days maturity;

(viii) time deposits or certificates of deposit with a maturity not in excess of one year, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates) or by a state licensed branch of any foreign bank, provided that such bank, trust company, national banking association or branch shall be located in California that has received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code; provided that such certificates of deposit shall be purchased directly from such bank, trust company, national banking association or branch and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation or (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee or third-party agent, as custodian, by the bank, trust company, national banking association or branch issuing such certificates of deposit, and the bank, trust company, national banking association or branch issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an

amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(ix) negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union or by a state-licensed branch of a foreign bank.

(x) commercial paper of “prime” quality not exceeding 270 days maturity and rated the highest ranking or of the highest letter or number rating as provided by any Rating Agency, provided that the entity that issues the commercial paper will meet all of the criteria in either (1) or (2) as follows: (1) the corporation will be organized and operating within the United States as a general corporation, will have assets in excess of five hundred million dollars (\$500,000,000), and will issue debt, other than commercial paper, if any, that is rated “A” or higher by any Rating Agency; or (2) the corporation will be organized within the United States as a special purpose corporation, trust, or limited liability company, has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond; has commercial paper that is rated “A-1” or higher, or equivalent by any Rating Agency;

(xi) medium-term corporate notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. and rated in a Rating Category of “A” or better by any Rating Agency;

(xii) any repurchase agreement not to exceed one year duration with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee or any of its affiliates) having a minimum permanent capital of seventy-five million dollars (\$75,000,000) or with a government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least quarterly) at least equal to one hundred and two percent (102%) of the amount of such investment and which shall be lodged with the Trustee or other fiduciary, as custodian, by the bank, trust company, national banking association or bond dealer executing such repurchase agreement, and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to one hundred two percent (102%) of the principal and interest amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking (since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements will be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day);

(xiii) any savings account or money market account with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates) or by a state licensed branch of any foreign bank that has received an overall rating of not less than “satisfactory” in its most recent

evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code; provided that such account shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation or (2) continuously and fully collateralized as specified under State Government Code Section 53630, *et. seq.*;

(xiv) any cash sweep or similar account arrangement of or available to the Trustee, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xii) of this definition of Investment Securities and any money market fund including money market funds from which the Trustee or its affiliates derive a fee for investment advisory or other services to the fund, the entire investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xii) of this definition of Investment Securities; provided that as used in this clause (xiv) investments will be deemed to satisfy the requirements of clause (xii) if they meet the requirements set forth in clause (xii) ending with the words "clauses (i), (ii), (iii) or (iv) above" and without regard to the remainder of such clause (xii);

(xv) any certificate of deposit placed with a private sector entity that assists in the placement of certificates of deposit with eligible financial institutions located in the United States as permitted by State Government Code Section 53801.8, provided that the full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by the Federal Deposit Insurance Corporation and the maximum investment maturity will be no more than five years;

(xvi) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (xiii) of this definition of Investment Securities and which companies have either the highest rating by at least two Rating Agencies or have an investment advisor registered with the Securities and Exchange Commission with not less than five (5) years' experience investing in such securities and obligations and with assets under management in excess of \$500,000,000;

(xvii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53601 of the Government Code of the State of California, as it may be amended from time to time, including the California Asset Management Program;

(xviii) the State's Local Agency Investment Fund;

(xix) the County Treasurer's Investment Pool;

(xx) any other investments permitted by the Transportation Authority's then-current investment policy and applicable law

(xxi) solely with respect to the Note Construction Fund, any other investment approved by the Lender.

"Lender" means State Street Public Lending Corporation and its successors and permitted assigns.

“Lender Fees and Expenses” means all Credit Agreement Obligations other than the Loan Debt Service.

“Liquidity Facility” means, with respect to a Series of Senior Lien Bonds, a line of credit, letter of credit, standby purchase agreement or similar liquidity facility securing or guaranteeing the payment of purchase price of such Series of Senior Lien Bonds and issued by a commercial bank, insurance company, pension fund or other financial institution, and delivered or made available to the Trustee, as from time to time supplemented or amended pursuant to its terms.

“Liquidity Facility Bonds” means any Senior Lien Bonds purchased with moneys drawn under (or otherwise obtained pursuant to the terms of) a Liquidity Facility, but excluding any Senior Lien Bonds no longer considered to be Liquidity Facility Bonds in accordance with the terms of the applicable Liquidity Facility.

“Liquidity Facility Rate” means, with respect to a Series of Senior Lien Bonds, the interest rate per annum, if any, specified as applicable to Liquidity Facility Bonds in the Liquidity Facility delivered in connection with such Series of Senior Lien Bonds; provided that such rate shall not exceed the maximum fixed rate set forth in such Liquidity Facility.

“Liquidity Provider” means, with respect to a Series of Senior Lien Bonds, the commercial bank, insurance company, pension fund or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect with respect to such Series of Senior Lien Bonds.

“Loan Debt Service” means payment of principal of, and interest on, the Loans.

“Loans” means the Loans, as such term is defined in the Credit Agreement.

“Mandatory Sinking Account Payment” means, with respect to Senior Lien Bonds of any Series and maturity, the amount required by the Supplemental Indenture establishing the terms and provisions of such Series of Senior Lien Bonds to be deposited by the Transportation Authority in the Senior Lien Principal Account for the payment of principal of Term Bonds of such Series and maturity.

“Maximum Annual Projected Senior Lien Debt Service” means the maximum amount of Annual Projected Senior Lien Debt Service becoming due and payable on all Senior Lien Bonds Outstanding and all Senior Lien Obligations outstanding during the period from the date of such calculation through the final maturity date of the Senior Lien Bonds and Senior Lien Obligations, calculated utilizing the assumptions set forth under the definition of Projected Senior Lien Debt Service.

“Moody’s” means Moody’s Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Transportation Authority (other than Fitch or S&P).

“Note” means the San Francisco County Transportation Authority Sales Tax Revenues Bank Note (Limited Tax Bond) issued by the Transportation Authority pursuant to the Credit Agreement and the Original Indenture.

“Note Construction Fund” means a fund by that name maintained and held by the Trustee pursuant to Section 8.01 hereof.

“Note Costs of Issuance Account” means an account by that name maintained and held by the Trustee within a Note Construction Fund pursuant to Section 8.02 hereof.

“Note Interest Fund” means the fund by that name maintained and held by the Trustee pursuant to Section 7.03 hereof.

“Note Principal Fund” means the fund by that name maintained and held by the Trustee pursuant to Section 7.04 hereof.

“Note Rebate Fund” means the fund by that name established pursuant to Section 9.06 hereof.

“Note Rebate Requirement” means the Note Rebate Requirement defined in the Note Tax Certificate delivered in connection with the Note.

“Note Tax Certificate” means the Tax Certificate delivered by the Transportation Authority in connection with the Note, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, and includes any Additional Note Tax Certificate.

“Noteholder or Noteowner” means the Holder or Owner of the Note. The initial Noteholder shall be the Lender.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Indenture” means the Amended and Restated Indenture, dated as of June 1, 2015, by and between the Transportation Authority and the Trustee.

“Order” – see “Certificate, Statement, Request, Requisition and Order of the Transportation Authority” above.

“Ordinance” means the San Francisco County Transportation Authority Ordinance approved by the voters as Proposition B at the November 7, 1989 election, as modified by the San Francisco County Transportation Authority Reauthorization Ordinance adopted and approved by the voters on November 4, 2003, adopting and amending, respectively, Article 14 of the San Francisco Business and Tax Regulations Code of the City and County of San Francisco, as such Ordinance may be modified in the future.

“Owner” – see “Holder” above.

“Outstanding” when used as of any particular time with reference to Senior Lien Bonds, means (subject to the provisions of Section 16.10) all Senior Lien Bonds theretofore, or thereupon

being, authenticated and delivered by the Trustee under this Indenture except: (1) Senior Lien Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (2) Senior Lien Bonds with respect to which all liability of the Transportation Authority shall have been discharged in accordance with Section 13.02 hereof, including Senior Lien Bonds (or portions of Senior Lien Bonds) referred to in Section 16.11; and (3) Senior Lien Bonds for the transfer or exchange of or in lieu of or in substitution for which other Senior Lien Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture; provided, however, that in the event the principal of or interest due on any Senior Lien Bonds shall be paid by a Credit Provider pursuant to the Credit Enhancement issued in connection with such Senior Lien Bonds, such Senior Lien Bonds shall remain Outstanding for all purposes and shall not be considered defeased or otherwise satisfied or paid by the Transportation Authority and the pledge of Sales Tax Revenues and all covenants, agreements and other obligations of the Transportation Authority to the Holders shall continue to exist and shall run to the benefit of such Credit Provider and such Credit Provider shall be subrogated to the rights of such Holders. With respect to other Indenture Obligations, “Outstanding” means when used as of any particular time with reference to other Indenture Obligations, all Indenture Obligations deemed outstanding or not satisfied within the meaning of the documents authorizing such Indenture Obligations.

“Paired Obligations” means any Series (or portion thereof) of Senior Lien Bonds or Senior Lien Obligations designated as Paired Obligations in the Supplemental Indenture or other document authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts; and (ii) the interest rates which, taken together, result in an irrevocably fixed interest rate obligation of the Transportation Authority for the term of such Senior Lien Bonds or Senior Lien Obligations.

“Parity Debt” means all indebtedness or other obligations of the Transportation Authority for borrowed money, any interest rate swap agreement and any other obligation of the Transportation Authority having an equal lien upon the Sales Tax Revenues and therefore payable on a parity with the Loan Debt Service (whether or not any principal amount of the Loans is outstanding). The Loan Debt Service shall be treated as Parity Debt hereunder.

“Parity Debt Deficiency” means, at any time, the amount by which the Revenues on deposit in the Note Interest Fund, the Note Principal Fund, any Parity Debt Interest Fund or any Parity Debt Principal Fund, as the case may be, fall short of the corresponding amount of accumulated Aggregate Accrued Parity Interest or accumulated Aggregate Accrued Parity Principal that should be on deposit therein for the current month and any prior months.

“Parity Debt Event of Default” means any of the events specified in Section 10.02 hereof.

“Parity Debt Excess Deposit” means, at any time, the amount by which the Revenues on deposit in the Note Interest Fund, the Note Principal Fund, any Parity Debt Interest Fund or any Parity Debt Principal Fund, as the case may be, exceed the corresponding amount of accumulated Aggregate Accrued Parity Interest or accumulated Aggregate Accrued Parity Principal that should be on deposit therein for the current month and any prior months.

“Parity Debt Interest Fund” means any fund or account created for the purpose of paying interest on Parity Debt other than that evidenced by the Note. There may be more than one Parity Debt Interest Fund created.

“Parity Debt Principal Fund” means any fund or account created for the purpose of paying principal on Parity Debt other than that evidenced by the Note. There may be more than one Parity Debt Principal Fund created.

“Person” means a corporation, firm, association, partnership, trust, limited liability company or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Project” means the improvement, construction, maintenance, operation, development or planning of any transportation projects, facilities or programs permitted by the Ordinance.

“Projected Senior Lien Debt Service,” when used with respect to any Senior Lien Bonds or Senior Lien Obligations (for purposes of this definition of “Projected Senior Lien Debt Service,” all such obligations are herein collectively referred to as “Obligations”), means, as of any date of calculation and with respect to any Fiscal Year, the sum of (a) the interest becoming due and payable on such Obligations during such Fiscal Year and (b) the principal or Mandatory Sinking Account Payments required with respect to such Obligations during such Fiscal Year; computed on the assumption that no portion of such Obligations shall cease to be Outstanding during such Fiscal Year except by reason of the application of such scheduled payments; provided, however, that for purposes of such computation:

(A) Excluded Principal Payments (and the interest related thereto provided such interest is being paid from the same source as the Excluded Principal Payments) shall be excluded from such calculation and Assumed Senior Lien Debt Service shall be included in such calculation;

(B) in determining the principal amount due in each Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such Obligations, including any Mandatory Sinking Account Payments or any scheduled redemption or payment of Obligations on the basis of Accreted Value, and for such purpose, the redemption payment or payment of Accreted Value shall be deemed a principal payment and interest that is compounded and paid as Accreted Value shall be deemed due on the scheduled redemption or payment date of such Capital Appreciation Bond;

(C) if any Obligations bear, or if any Obligations proposed to be issued will bear, interest at a variable interest rate for which an Interest Rate Swap Agreement is not in place, the interest rate on such Obligations for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the average of the SIFMA Swap Index for the five years preceding such date of calculation;

(D) with respect to any Obligations bearing interest, or expected to bear interest, at a variable interest rate for which an Interest Rate Swap Agreement is in place providing for a fixed rate of interest to maturity or for a specific term with respect to such Obligations, the interest rate

on such Obligations shall be assumed to be the synthetic fixed interest rate specified in such Interest Rate Swap Agreement for such term; provided that if, pursuant to a Certificate of the Transportation Authority filed with the Trustee in connection with the issuance of an additional Series of Senior Lien Bonds or Senior Lien Obligations, the sum of (i) interest payable on such Obligations, plus (ii) amounts payable by the Transportation Authority under such Interest Rate Swap Agreement, less (iii) amounts receivable by the Transportation Authority under such Interest Rate Swap Agreement, is expected to be greater than the interest payable on the Obligations to which such Interest Rate Swap Agreement relates (i.e., if such Interest Rate Swap Agreement is an “off-market” Interest Rate Swap Agreement), then, in such instance, such excess amounts expected to be payable by the Transportation Authority under such Interest Rate Swap Agreement or in connection with such Obligations shall be included in the calculation of Projected Senior Lien Debt Service;

(E) with respect to any Obligations bearing interest, or expected to bear interest, at a fixed interest rate for which an Interest Rate Swap Agreement is in place providing for a net variable interest rate with respect to such Obligations for a specific term, the interest rate on such Obligations shall be assumed to be equal for such term to the sum of (i) the fixed interest rate or rates to be paid on the Obligations, minus (ii) the fixed interest rate receivable by the Transportation Authority under such Interest Rate Swap Agreement, plus (iii) the average interest rate of the index on which the Interest Rate Swap Agreement is based, as identified in a Certificate of the Transportation Authority, or, if not based on an identifiable index, then the SIFMA Swap Index, over the five years preceding the date of calculation or such higher rate as shall be specified in a Certificate of the Transportation Authority in connection with the issuance of an additional Series of Senior Lien Bonds or Senior Lien Obligations;

(F) if any Obligations feature an option on the part of the owners or an obligation under the terms of such Obligations to tender all or a portion of such Obligations to the Transportation Authority, the Trustee or other fiduciary or agent, and requires that such Obligations or portion thereof be purchased if properly presented, then for purposes of determining the amounts of principal and interest due in any Fiscal Year on such Obligations, the options or obligations of the owners of such Obligations to tender the same for purchase or payment prior to the stated maturity or maturities shall be ignored and not treated as a principal maturity;

(G) principal and interest payments on Obligations shall be excluded to the extent such payments are to be paid from Revenues then held on deposit by the Trustee or from other amounts on deposit with the Trustee or other fiduciary in escrow specifically therefor and interest payments shall be excluded to the extent that such interest payments are to be paid from the proceeds of Obligations held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest;

(H) with respect to Obligations bearing interest that is subject to a federal subsidy and such subsidy is not included as Revenues but instead is applied directly to offset the interest due on such Obligations, the interest rate on such Obligations shall be assumed to be the rate net of such subsidy; and

(I) if the Obligations are Paired Obligations, the interest rate on such Obligations shall be the resulting linked rate or effective fixed interest rate to be paid by the Transportation Authority with respect to such Paired Obligations.

“Rating Agency” means Fitch, Moody’s or S&P.

“Rating Category” means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier; and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Redemption Price” means, with respect to any Senior Lien Bond (or portion thereof) the Bond Obligation of such Senior Lien Bond (or portion thereof) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Senior Lien Bond and this Indenture.

“Refunding Senior Lien Bonds” means a Series of Senior Lien Bonds or a portion of a Series of Senior Lien Bonds issued pursuant to the provisions set forth in Section 4.04.

“Request” – see “Certificate, Statement, Request, Requisition and/or Order of the Transportation Authority” above.

“Requisition” – see “Certificate, Statement, Request, Requisition and/or Order of the Transportation Authority” above.

“Request for Advance” means Request for Advance, as such term is defined in the Credit Agreement.

“Revenues” means during any fiscal period the sum of the following amounts for such fiscal period:

- (1) all Sales Tax Revenues; and
- (2) all investment earnings on amounts held by the Trustee in the funds and accounts hereunder other than amounts deposited to the Senior Lien Bond Rebate Fund and the Note Rebate Fund; and
- (3) all Swap Revenues.

“S&P” means S&P Global Ratings, and its successors and assigns, except that if such company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the Transportation Authority (other than Fitch and Moody’s).

“Sales Tax” means the retail transactions and use tax levied pursuant to the Ordinance and applicable in the County in accordance with the provisions of Part 1.6 of Division 2 of the Revenue

and Taxation Code at the rate of one-half of one percent (1/2%), or such greater amount as may be authorized pursuant to a modification of the Ordinance.

“Sales Tax Revenue Fund” means the fund of that name maintained and held by the Trustee pursuant to Section 7.01(c) hereof.

“Sales Tax Revenues” means 100% of the amounts collected by the CDTFA on behalf of the Transportation Authority pursuant to the Act relating to the Sales Tax and distributed to the Trustee pursuant to the BOE Contract, less the administrative fee deducted by the CDTFA.

“Securities Depository” means The Depository Trust Company, New York, New York, or any successor thereto, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depository, or no such depositories, as the Transportation Authority may designate in a Request of the Transportation Authority delivered to the Trustee.

“Senior Lien Bond Rebate Fund” shall mean any and all rebate funds established as described in Section 9.08 hereof.

“Senior Lien Bonds” means the Series 2017 Bonds and any additional Senior Lien Bonds issued pursuant to Section 4.02, Section 4.03 or Section 4.04 hereof.

“Senior Lien Bonds Costs of Issuance Fund” means any and all funds established as described in Section 8.04 hereof.

“Senior Lien Bonds Project Fund” means any and all funds established as described in Section 8.03 hereof.

“Senior Lien Bonds Tax Certificate” means the Tax Certificate delivered by the Transportation Authority concurrently with this Third Amended and Restated Indenture, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms, and any additional or supplemental tax certificates delivered in connection with any additional borrowings under the Indenture, or any other tax certificate entered into by the Transportation Authority in the future with respect to any other Tax-Exempt Senior Lien Bonds.

“Senior Lien Debt” means all Senior Lien Bonds and Senior Lien Obligations.

“Senior Lien Debt Service Fund” means the fund of that name established pursuant to Section 7.05 hereof.

“Senior Lien Deficiency” means, at any time, the amount by which the Revenues on deposit in the Senior Lien Interest Account or the Senior Lien Principal Account, as the case may be, fall short of the corresponding amount of accumulated Aggregate Accrued Senior Lien Interest or accumulated Aggregate Accrued Senior Lien Principal that should be on deposit therein for the current month and any prior months.

“Senior Lien Event of Default” means any of the events specified in Section 10.01 hereof.

“Senior Lien Excess Deposit” means, at any time, the amount by which the Revenues on deposit in the Senior Lien Interest Account or the Senior Lien Principal Account, as the case may be, exceed the corresponding amount of accumulated Aggregate Accrued Senior Lien Interest or accumulated Aggregate Accrued Senior Lien Principal that should be on deposit therein for the current month and any prior months.

“Senior Lien Interest Account” means the account of that name established within the Senior Lien Debt Service Fund pursuant to Section 7.05 hereof.

“Senior Lien Obligations” means all indebtedness, obligations for borrowed money or other obligations of the Transportation Authority other than Senior Lien Bonds that has a lien upon the Revenues that is on a parity with that of the Senior Lien Bonds and that is senior to that of the Loan Debt Service, any other Parity Debt, and any Subordinate Obligations, including any Interest Rate Swap Agreement (excluding fees and expenses thereon and Swap Termination Payments, which shall be secured as Subordinate Obligations) entered into in connection with a Series of Senior Lien Bonds, in each case incurred in accordance with Section 4.05, and in each case having a lien and charge upon the Revenues and therefore being payable on a parity with the Senior Lien Bonds.

“Senior Lien Principal Account” means the account of that name established within the Senior Lien Debt Service Fund pursuant to Section 7.05 hereof.

“Senior Lien Reserve Fund” shall mean any such fund established as provided in Section 8.05 hereof.

“Series” whenever used herein with respect to Senior Lien Bonds, means all of the Senior Lien Bonds designated as being of the same series and issued at the same time or sharing some other common term or characteristic.

“Series 2017 Bonds” means the San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2017 issued pursuant to the First Supplemental Indenture.

“SIFMA Swap Index” means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry and Financial Markets Association (formerly the Bond Market Association) (“SIFMA”) or by any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Trustee and effective from such date. If on any date, this rate is not reported or otherwise is unavailable, the SIFMA Swap Index shall mean the one-month U.S. Treasury yield reported as of such date.

“State” means the State of California.

“Statement” – see “Certificate, Statement, Request, Requisition and Order of the Transportation Authority” above.

“Subordinate Obligations” means any obligations of the Transportation Authority secured by and payable from Revenues on a basis, which is subordinate to Senior Lien Debt, the

Loan Debt Service and other Parity Debt, including, without limitation, Lender Fees and Expenses, any other fees and expenses and Swap Termination Payments.

“Subordinate Obligations Fund” means the fund by that name to be established and held by the Trustee pursuant to Section 7.06 hereof.

“Supplemental Indenture” means the First Supplemental Indenture or any supplement to this Indenture hereafter duly authorized, executed and delivered by the Transportation Authority and the Trustee, supplementing, modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“Swap Revenues” means all regularly-scheduled amounts (but not Swap Termination Payments) owed or paid to the Transportation Authority by any Counterparty under any Interest Rate Swap Agreement after offset for the regularly-scheduled amounts (but not Swap Termination Payments) owed or paid by the Transportation Authority to such Counterparty under such Interest Rate Swap Agreement.

“Swap Termination Payments” means the aggregate amount payable to the Counterparty by the Transportation Authority upon termination prior to stated maturity of all or a portion of the Interest Rate Swap Agreement, net of all amounts payable to the Transportation Authority by such Counterparty upon early unwind of all or a portion of such Interest Rate Swap Agreement. For the avoidance of doubt, all calculations of such amounts payable under the Interest Rate Swap Agreements shall be made in accordance with the terms of the applicable Interest Rate Swap Agreement.

“Tax-Exempt Senior Lien Bonds” means any Senior Lien Bonds issued pursuant to this Indenture the interest on which is excluded from the gross income of the holder of such Senior Lien Debt for federal income tax purposes.

“Tax Expiration Date” means March 31, 2034, or any later date to which the Sales Tax is extended in accordance with applicable law.

“Transportation Authority” means the San Francisco County Transportation Authority, a public entity of the State, duly organized and existing under the Act.

“Trustee” means U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, or its successor, as Trustee, as provided in Section 11.01 hereof.

“Variable Rate Indebtedness” means any indebtedness, including Senior Lien Debt, Parity Debt and Subordinate Obligations, the interest rate on which is not fixed at the time of incurrence of such indebtedness, and has not at some subsequent date been fixed, at a numerical rate or rates for the entire term of such indebtedness.

SECTION 1.02 Equality of Security. In consideration of the acceptance of the Senior Lien Bonds, the Senior Lien Obligations, the Note, the Parity Debt and the Subordinate Obligations by the Owners thereof from time to time, this Indenture shall be deemed to be and shall constitute a contract among the Transportation Authority, the Trustee and the Owners from

time to time of the Senior Lien Bonds, the Senior Lien Obligations, the Note, the Parity Debt and the Subordinate Obligations, and the covenants and agreements herein set forth to be performed by or on behalf of the Transportation Authority and the Trustee shall be for the equal and proportionate benefit, security and protection of (a) all Owners of Senior Lien Bonds and Senior Lien Obligations, without preference, priority or distinction as to security or otherwise of any of the Senior Lien Bonds or Senior Lien Obligations over any of the others, except as expressly provided herein or therein, (b) the Owner of the Note with respect to Loan Debt Service and the Owners of any other Parity Debt without preference, priority or distinction as to security or otherwise of any of the Parity Debt over any of the others, except as expressly provided herein or therein, and (c) the Owner of the Note with respect to Lender Fees and Expenses over any of the others, except as expressly provided herein or therein, and (d) the Owners of Subordinate Obligations as provided in the applicable Supplemental Indenture(s) or other instruments pursuant to which such Subordinate Obligations are or were issued or incurred. Nothing herein shall prevent additional security being provided for the benefit of a particular Series of Senior Lien Bonds or particular Senior Lien Obligations, Parity Debt or Subordinate Obligations under any supplement to this Indenture.

SECTION 1.03 Content of Certificates and Opinions. Every Certificate of the Transportation Authority or opinion provided for in this Indenture with respect to compliance with any provision hereof shall include: (1) a statement that the person making or giving such Certificate of the Transportation Authority or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the Certificate of the Transportation Authority or opinion is based; (3) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the Certificate of the Transportation Authority or opinion to which his signature is affixed; and (4) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such Certificate of the Transportation Authority or opinion made or given by an Authorized Representative of the Transportation Authority may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel, an accountant, a financial advisor or an independent consultant, unless such Authorized Representative of the Transportation Authority knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant, a financial advisor or an independent consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Transportation Authority) upon a certificate or opinion of or representation by an officer of the Transportation Authority, unless such counsel, accountant, financial advisor or independent consultant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same Authorized Representative of the Transportation Authority, or the same counsel or accountant or financial advisor or independent consultant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers,

counsel, accountants, financial advisors or independent consultants may certify to different matters, respectively.

ARTICLE II

THE NOTE

SECTION 2.01 Form of Note. The Note shall be in the form specified in the Credit Agreement.

SECTION 2.02 Execution of Note. The Note shall be executed in the name and on behalf of the Transportation Authority by the facsimile or manual signature of (i) the Chairperson of the Board, the Vice Chairperson of the Board, the Executive Director or the Chief Deputy Director and shall be countersigned by the facsimile or manual signature of the Executive Director or Auditor-Controller of the Transportation Authority, who may be the same as the person who signed the Note. In case any of the officers who shall have signed or countersigned the Note shall cease to be such officer or officers of the Transportation Authority before the Note so signed or countersigned shall have been authenticated or delivered by the Trustee or issued by the Transportation Authority, the Note may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Transportation Authority as though those who signed and countersigned the same had continued to be such officers of the Transportation Authority.

SECTION 2.03 Authentication of the Note.

(a) The Note shall be authenticated by manual signature of the Trustee who shall, pursuant to the provisions hereof, authenticate and deliver the Note.

(b) Only if the Note bears thereon a certificate of authentication substantially in the form set forth in Exhibit A to the Credit Agreement, manually executed by the Trustee, shall it be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of authentication when manually executed by the Trustee shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of and security provided by this Indenture.

SECTION 2.04 Transfer of the Note. The Note may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of Section 2.05 hereof, by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of the Note for cancellation, accompanied by a written instrument of transfer, duly executed in a form approved by the Trustee. Whenever the Note shall be surrendered for transfer, the Transportation Authority shall execute and the Trustee shall authenticate and deliver a new Note, of the same maturity and interest rate and for a like principal amount. The Trustee shall require the Owner of the Note requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Transfer of the Note shall also be subject to the transferability restrictions, if any, set forth in the Credit Agreement.

SECTION 2.05 Registration of the Note. The Trustee will keep or cause to be kept at its Corporate Trust Office sufficient books for the registration and transfer of the Note, which

shall at all times be open to inspection during normal business hours by the Transportation Authority and the Lender upon reasonable prior notice, and upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note, as hereinbefore provided.

SECTION 2.06 Note Mutilated, Lost, Destroyed or Stolen. If the Note shall become mutilated, the Transportation Authority, at the expense of the Holder of the Note, shall execute and deliver a new Note of like tenor in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. If the Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Transportation Authority and the Trustee and, if such evidence be satisfactory to the Transportation Authority and the Trustee and indemnity satisfactory to the Transportation Authority and the Trustee shall be given, the Transportation Authority, at the expense of the Owner, shall execute and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Both the original Note and the replacement Note shall be treated as one and the same.

ARTICLE III

SENIOR LIEN BONDS

SECTION 3.01 Authorization of Senior Lien Bonds. Senior Lien Bonds may be issued hereunder as fully registered bonds without coupons, in book-entry form or otherwise, from time to time as the issuance thereof is approved by the Transportation Authority. The maximum principal amount of Senior Lien Bonds which may be issued hereunder is not limited; subject, however, to any limitations contained in the Act and the Ordinance and to the right of the Transportation Authority, which is hereby reserved, to limit the aggregate principal amount of Senior Lien Bonds which may be issued or Outstanding hereunder. The Senior Lien Bonds may be issued in such Series as from time to time shall be established and authorized by the Transportation Authority, subject to the covenants, provisions and conditions herein contained.

SECTION 3.02 Terms of the Senior Lien Bonds.

(a) The Senior Lien Bonds of each Series shall be issued in the principal amount, shall bear interest, if any, at such rate or rates not exceeding the maximum rate then permitted by law, including variable or adjustable rates, shall mature and shall be subject to redemption prior to their respective maturities, and become payable on such date or dates and in such year or years, all as shall be set forth in the Supplemental Indenture creating such Series; provided that no Senior Lien Bond shall have a maturity date later than the Tax Expiration Date.

(b) Principal of and interest on such Senior Lien Bonds shall be payable in such manner as may be specified in the Supplemental Indenture creating such Series. The Senior Lien Bonds of each Series shall be issued in such denominations as may be authorized by the Supplemental Indenture creating such Series.

(c) Unless otherwise provided in the Supplemental Indenture delivered in connection with such Series of Senior Lien Bonds, the Senior Lien Bonds of each Series shall be initially registered in the name of "Cede & Co.," as nominee of the Securities Depository and shall

be evidenced by one bond certificate for each maturity of each Series of Senior Lien Bonds. Registered ownership of any Series of Senior Lien Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 3.05, or in the event the use of the Securities Depository is discontinued, in accordance with the provisions set forth in Section 3.10.

(d) The Senior Lien Bonds are designated generally as “San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds (Limited Tax Bonds),” each Series thereof to bear such additional designation as may be necessary or appropriate to distinguish such Series from every other Series of Senior Lien Bonds. The specific designation of a Series shall be specified in the Supplemental Indenture creating such Series.

SECTION 3.03 Form of Senior Lien Bonds. The Senior Lien Bonds of any Series shall be in such form or forms as may be specified in the Supplemental Indenture creating such Series.

SECTION 3.04 Execution and Authentication of Senior Lien Bonds. The Senior Lien Bonds shall be executed in the name and on behalf of the Transportation Authority as provided in the Supplemental Indenture pursuant to which such Senior Lien Bonds are issued. Unless otherwise provided in any Supplemental Indenture, the Senior Lien Bonds shall then be delivered to the Trustee for authentication by the Trustee. In case any of the officers who shall have signed or attested any of the Senior Lien Bonds shall cease to be such officer or officers of the Transportation Authority before the Senior Lien Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Transportation Authority, such Senior Lien Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Transportation Authority as though those who signed and attested the same had continued to be such officers of the Transportation Authority, and also any Senior Lien Bond may be signed and attested on behalf of the Transportation Authority by such persons as at the actual date of execution of such Senior Lien Bond shall be the proper officers of the Transportation Authority although at the nominal date of such Senior Lien Bond any such person shall not have been such officer of the Transportation Authority.

Except as may otherwise be provided in a Supplemental Indenture establishing the terms and provisions of a Series of Senior Lien Bonds, only such of the Senior Lien Bonds as shall bear thereon a certificate of authentication substantially in the form recited in the Supplemental Indenture creating such Series of Senior Lien Bonds, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of authentication when manually executed by the Trustee shall be conclusive evidence that the Senior Lien Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 3.05 Transfer of Senior Lien Bonds. Any Senior Lien Bond may, in accordance with its terms, be transferred, upon the register required to be kept pursuant to the provisions of Section 3.07 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Senior Lien Bond for cancellation, accompanied by a written instrument of transfer, duly executed in a form acceptable to the Trustee.

Whenever any Senior Lien Bond or Senior Lien Bonds shall be surrendered for transfer, the Transportation Authority shall execute and the Trustee shall authenticate and deliver a new Senior Lien Bond or Senior Lien Bonds, of the same Series, tenor, maturity and interest rate and a like aggregate principal amount; provided that, unless otherwise provided in any Supplemental Indenture, no registration of transfer may occur during the period established by the Trustee for selection of Senior Lien Bonds for redemption, or of any Senior Lien Bond or portion of a Senior Lien Bond so selected for redemption. The Trustee shall require the Holder requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

SECTION 3.06 Exchange of Senior Lien Bonds. Senior Lien Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Senior Lien Bonds of other authorized denominations of the same Series, tenor, maturity and interest rate; provided that, unless otherwise provided in any Supplemental Indenture, no exchange may occur during the period established by the Trustee for selection of Senior Lien Bonds for redemption, or of any Bond or portion of a Bond so selected for redemption. The Trustee shall require the Holder requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

SECTION 3.07 Bond Register for Senior Lien Bonds. Unless otherwise provided in a Supplemental Indenture delivered in connection with a Series of Senior Lien Bonds, the Trustee will keep or cause to be kept, at its Corporate Trust Office sufficient books for the registration and transfer of each Series of Senior Lien Bonds (the “Bond Register”), which shall at all times be open to inspection during normal business hours by the Transportation Authority upon reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, Bonds as hereinbefore provided.

SECTION 3.08 Temporary Senior Lien Bonds. The Senior Lien Bonds may be issued in temporary form exchangeable for definitive Senior Lien Bonds when ready for delivery. Any temporary Senior Lien Bond may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the Transportation Authority, shall be in registered form and may contain such reference to any of the provisions of this Indenture as may be appropriate. A temporary Senior Lien Bond may be in the form of a single Senior Lien Bond payable in installments, each on the date, in the amount and at the rate of interest established for the Senior Lien Bonds maturing on such date. Every temporary Senior Lien Bond shall be executed by the Transportation Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Senior Lien Bonds of the same Series. If the Transportation Authority issues temporary Senior Lien Bonds the Transportation Authority will execute and deliver definitive Senior Lien Bonds as promptly thereafter as practicable, and thereupon the temporary Senior Lien Bonds may be surrendered, for cancellation, in exchange therefor at the Corporate Trust Office of the Trustee and the Trustee shall authenticate and deliver in exchange for such temporary Senior Lien Bonds an equal aggregate principal amount of definitive Senior Lien Bonds of authorized denominations of the same Series, tenor and maturity or maturities. Until so exchanged, the temporary Senior Lien Bonds shall be entitled to the same benefits under this Indenture as definitive Senior Lien Bonds authenticated and delivered hereunder.

SECTION 3.09 Senior Lien Bonds Mutilated; Lost; Destroyed or Stolen. If any Senior Lien Bond shall become mutilated, the Transportation Authority, at the expense of the Holder of said Senior Lien Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Senior Lien Bond of like Series, tenor, maturity and interest rate in exchange and substitution for the Senior Lien Bond so mutilated, but only upon surrender to the Trustee of the Senior Lien Bond so mutilated. Every mutilated Senior Lien Bond so surrendered to the Trustee shall be canceled by the Trustee and delivered to, or upon the Order of, the Transportation Authority. If any Senior Lien Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Transportation Authority and to the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to both shall be given, the Transportation Authority, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Senior Lien Bond of like Series, tenor, maturity and interest rate in lieu of and in substitution for the Senior Lien Bond so lost, destroyed or stolen (or if any such Senior Lien Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Senior Lien Bond, the Trustee may pay the same without surrender thereof upon receipt of the aforementioned indemnity). The Transportation Authority may require payment of a sum not exceeding the actual cost of preparing each new Senior Lien Bond issued under this Section and of the expenses which may be incurred by the Transportation Authority and the Trustee in the premises. Any Senior Lien Bond issued under the provisions of this Section in lieu of any Senior Lien Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Transportation Authority whether or not the Senior Lien Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Senior Lien Bonds secured by this Indenture. Neither the Transportation Authority nor the Trustee shall be required to treat both the original Senior Lien Bond and any replacement Senior Lien Bond as being Outstanding for the purpose of determining the principal amount of Senior Lien Bonds which may be issued hereunder or for the purpose of determining any percentage of Senior Lien Bonds Outstanding hereunder, but both the original and replacement Senior Lien Bond shall be treated as one and the same.

SECTION 3.10 Use of Securities Depository. Unless otherwise provided in a Supplemental Indenture delivered in connection with a Series of Senior Lien Bonds, notwithstanding any provision of this Indenture to the contrary:

(a) The Senior Lien Bonds shall be delivered and registered as provided in Section 3.07. Registered ownership of any Series of Senior Lien Bonds, or any portion thereof, may not thereafter be transferred except:

(1) To any successor of the Securities Depository or its nominee, or to any substitute depository designated pursuant to Section 3.10(a)(2) below (each, a “substitute depository”); provided that any successor of the Securities Depository or substitute depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) To any substitute depository designated by the Transportation Authority upon (a) the resignation of the Securities Depository or its successor (or any substitute depository or its successor) from its functions as depository or (b) a determination by the Transportation Authority that the Securities Depository or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided that

any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) To any Person as provided below, upon (a) the resignation of the Securities Depository or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository can be obtained or (b) a determination by the Transportation Authority that it is in the best interests of the Transportation Authority to remove the Securities Depository or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to Section 3.10(a)(1) or Section 3.10(a)(2) hereof, upon receipt of the Outstanding Senior Lien Bonds by the Trustee, together with a Statement of the Transportation Authority to the Trustee, a single new Senior Lien Bond for each maturity of each Series of Senior Lien Bonds then Outstanding shall be executed and delivered in the aggregate principal amount of the Senior Lien Bonds of such Series then Outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Statement of the Transportation Authority. In the case of any transfer pursuant to Section 3.10(a)(3) hereof, upon receipt of the Outstanding Senior Lien Bonds by the Trustee together with the Statement of the Transportation Authority to the Trustee, new Senior Lien Bonds of each Series then Outstanding shall be authorized and prepared by the Transportation Authority and authenticated and delivered by the Trustee in such authorized denominations and registered in the names of such Persons as are requested in such a Statement of the Transportation Authority, numbered in such manner as the Trustee shall determine, subject to the limitations of Section 3.02.

(c) In the case of partial redemption or an advance refunding of any Series of the Senior Lien Bonds evidencing all or a portion of such amount Outstanding, the Securities Depository shall make an appropriate notation on such Senior Lien Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee.

(d) The Transportation Authority and the Trustee shall be entitled to treat the Person in whose name any Senior Lien Bond is registered as the Bondholder thereof for all purposes of this Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Transportation Authority, and the Transportation Authority and the Trustee shall have no responsibility for transmitting payments to, communicating with, notifying or otherwise dealing with any Beneficial Owners of the Senior Lien Bonds. Neither the Transportation Authority nor the Trustee will have any responsibility or obligations, legal or otherwise, to the Beneficial Owners or to any other party including the Securities Depository or its successor (or substitute depository or its successor), except for the Holder of any Senior Lien Bond.

(e) So long as the Outstanding Senior Lien Bonds are registered in the name of Cede & Co, or its registered assign, the Transportation Authority and the Trustee shall cooperate with Cede & Co. as sole registered Bondholder, and its registered assigns in effecting payment of the principal of, redemption premium, if any, purchase price and interest on the Senior Lien Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

ARTICLE IV

ISSUANCE OF SENIOR LIEN DEBT

SECTION 4.01 Issuance of Senior Lien Bonds. Whenever the Transportation Authority shall determine to issue a Series of Senior Lien Bonds hereunder, the Transportation Authority (i) shall authorize the execution of a Supplemental Indenture specifying the principal amount, and prescribing the forms of Senior Lien Bonds of such Series and providing the terms, conditions, distinctive designation, denominations, date, maturity date or dates, interest rate or rates (or the manner of determining the same), redemption provisions, tender provisions, if any, and place or places of payment of principal or Redemption Price, if any, of and interest on such Senior Lien Bonds, and any other provisions respecting the Senior Lien Bonds of such Series not inconsistent with the terms of this Indenture, (ii) shall execute such Supplemental Indenture and (iii) shall deliver such Supplemental Indenture to the Trustee for execution.

SECTION 4.02 Issuance of Additional Senior Lien Bonds. Subsequent to the issuance of the Series 2017 Bonds, the Transportation Authority may by Supplemental Indenture establish one or more additional Series of Senior Lien Bonds, payable from Revenues and secured by the pledge made under this Indenture equally and ratably with the Series 2017 Bonds, and the Transportation Authority may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Senior Lien Bonds of any Series so established, in such principal amount as shall be determined by the Transportation Authority, but only, with respect to each additional Series of Senior Lien Bonds issued subsequent to the Series 2017 Bonds issued under the First Supplemental Indenture, upon compliance by the Transportation Authority with the provisions of this Section 4.02, Section 4.03 and any additional requirements set forth in said Supplemental Indenture and subject to the specific conditions set forth below, each of which is hereby made a condition precedent to the issuance of any such additional Series of Senior Lien Bonds.

(a) No Event of Default shall have occurred and then be continuing, as evidenced by the delivery of a Certificate of the Transportation Authority to that effect, which Certificate of the Transportation Authority shall be filed with the Trustee.

(b) The aggregate principal amount of the additional Senior Lien Bonds being issued hereunder shall not cause the Transportation Authority to exceed any limitation imposed by the Ordinance or any other law or by any Supplemental Indenture and the issuance of such additional Series of Senior Lien Bonds and the expected use of proceeds thereof is in compliance with the provisions of the Act, the Ordinance and the Expenditure Plan, as evidenced by the delivery of a Certificate of the Transportation Authority to that effect, which Certificate of the Transportation Authority shall be filed with the Trustee.

(c) The Transportation Authority shall file with the Trustee a certificate prepared by a Consultant showing that the amount of Sales Tax Revenues collected during any 12 consecutive calendar months specified by the Transportation Authority within the most recent 18 calendar months immediately preceding the date on which such additional Series of Senior Lien Bonds will become Outstanding shall have been at least equal to 1.75 times Maximum Annual Projected Senior Lien Debt Service on all Senior Lien Debt then Outstanding and the additional Series of Senior Lien Bonds then proposed to be issued, which certificate shall also set forth the

computations upon which such certificate is based; provided that if the Ordinance is amended to increase the rate of the Sales Tax under the applicable provisions of law and such increased rate was not in effect during all or any portion of the 12-consecutive-calendar month period, then the Transportation Authority may add to the amount of Sales Tax Revenues for such period an amount equal to the amount of Sales Tax Revenues that would have been generated if the increased rate were in effect for the full period, as calculated by the Transportation Authority using such reasonable assumptions as it determines.

(d) So long as the Credit Agreement is in effect, the requirements set forth in Section 8.13 of the Credit Agreement shall have been satisfied or shall have been waived in writing by the Lender, as evidenced by the delivery of a Certificate of the Transportation Authority to that effect, which Certificate of the Transportation Authority shall be filed with the Trustee.

Nothing contained in this Indenture shall prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Senior Lien Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Indenture, additional security for the benefit of such additional Series of Senior Lien Bonds or any portion thereof.

SECTION 4.03 Proceedings for Issuance of Additional Senior Lien Bonds.
Subsequent to the issuance of the Series 2017 Bonds, before any additional Series of Senior Lien Bonds shall be issued and delivered, the Transportation Authority shall file each of the documents identified below with the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Senior Lien Bonds have been satisfied).

(a) A Supplemental Indenture authorizing such Series executed by the Transportation Authority.

(b) The Certificates of the Transportation Authority required by Sections 4.02(a), (b) and, if applicable, (d).

(c) The certificate of Consultant required by Section 4.02(c).

(d) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with this Indenture and that such Series of Senior Lien Bonds, when duly executed by the Transportation Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Transportation Authority.

SECTION 4.04 Issuance of Refunding Senior Lien Bonds.

(a) Refunding Senior Lien Bonds may be authorized and issued by the Transportation Authority without compliance with the provisions of Section 4.02(c) and Section 4.03(c) provided that the Trustee shall have been provided with a certificate of a Consultant to the effect that Maximum Annual Projected Senior Lien Debt Service on all Senior Lien Debt Outstanding following the issuance of such Refunding Senior Lien Bonds is less than or equal to Maximum Annual Projected Senior Lien Debt Service on all Senior Lien Debt Outstanding prior to the issuance of such Refunding Senior Lien Bonds. Such Refunding Senior Lien Bonds may be

issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all or a portion of the following:

- (1) the principal or Redemption Price of the Outstanding Senior Lien Debt to be refunded;
- (2) all expenses incident to the calling, retiring or paying of such Outstanding Senior Lien Debt and the Costs of Issuance of such Refunding Senior Lien Bonds;
- (3) any Swap Termination Payment under any Interest Rate Swap Agreement that was entered into in connection with the Senior Lien Bonds or Senior Lien Obligations to be refunded;
- (4) interest on all Outstanding Senior Lien Debt to be refunded to the date such Senior Lien Debt will be called for redemption or paid at maturity;
- (5) interest on the Refunding Senior Lien Bonds from the date thereof to the date of payment or redemption of the Senior Lien Bonds or Senior Lien Obligations to be refunded; and
- (6) funding a reserve fund for the Refunding Senior Lien Bonds, if applicable.

(b) Before such Series of Refunding Senior Lien Bonds shall be issued and delivered pursuant to this Section 4.04, the Transportation Authority shall file each of the documents identified below with the Trustee (upon which documents the Trustee may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Refunding Senior Lien Bonds have been satisfied):

- (1) A Supplemental Indenture authorizing such Series of Refunding Senior Lien Bonds executed by the Transportation Authority.
- (2) The Certificates of the Transportation Authority required by Sections 4.02(a), (b) and, if applicable, (d).
- (3) If any of the Senior Lien Bonds to be refunded are to be redeemed prior to their stated maturity dates, irrevocable instructions to the Trustee to give the applicable notice of redemption or a waiver of the notice of redemption signed by the Holders of all or a portion of the Senior Lien Bonds to be redeemed, or proof that such notice has been given by the Transportation Authority; provided, however, that in lieu of such instructions or waiver or proof of notice of redemption, the Transportation Authority may cause to be deposited with the Trustee all of the Senior Lien Bonds proposed to be redeemed (whether canceled or uncanceled) with irrevocable instructions to the Trustee to cancel said Senior Lien Bonds so to be redeemed upon the exchange and delivery of said Refunding Senior Lien Bonds; and provided further that no provision of this Indenture shall be construed to require the redemption of Senior Lien Bonds prior to their respective maturity dates in connection with the refunding thereof.

(4) The Senior Lien Obligations to be refunded are no longer Outstanding after giving effect to the issuance of the Refunding Senior Lien Bonds and the application of the proceeds thereof on their date of issuance.

(5) An Opinion of Bond Counsel to the effect that the Supplemental Indenture is being entered into in accordance with this Indenture and that such Series of Refunding Senior Lien Bonds, when duly executed by the Transportation Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Transportation Authority.

(6) The proceeds of the sale of the Refunding Senior Lien Bonds shall be applied by the Trustee according to the Order of the Transportation Authority to the retirement of the Outstanding Senior Lien Bonds or Senior Lien Obligations for the refunding of which said Refunding Senior Lien Bonds are to be issued, and the other expenses described in Section 4.04(a) hereof. All Senior Lien Bonds or Senior Lien Obligations purchased, redeemed or retired by use of funds received from the sale of Refunding Senior Lien Bonds, and all Senior Lien Bonds surrendered to the Trustee against the issuance of Refunding Senior Lien Bonds, shall be forthwith canceled and shall not be reissued.

SECTION 4.05 Issuance of Senior Lien Obligations. Senior Lien Obligations may be authorized and issued or incurred by the Transportation Authority, provided that the following conditions to the issuance or incurrence of such Senior Lien Obligations are satisfied:

(a) Such Senior Lien Obligations have been duly and legally authorized by the Transportation Authority for any lawful purpose;

(b) The Certificates of the Transportation Authority required by Sections 4.02(a), (b) and, if applicable, (d).

(c) (1) Such Senior Lien Obligations are being issued or incurred for purposes of refunding in compliance with the requirements for the issuance of Refunding Senior Lien Bonds set forth in Section 4.04 or (2) the Transportation Authority shall have placed on file with the Trustee a certificate of a Consultant, upon which the Trustee may conclusively rely certifying (on the basis of calculations made no later than the date of sale or incurrence of such Senior Lien Obligations, as applicable) that the requirements set forth in Section 4.02(c) relating to the issuance of an additional Series of Senior Lien Bonds have been satisfied with respect to such Senior Lien Obligations, which certificate shall also set forth the computations upon which such certificate is based; and

(d) As and to the extent applicable, the Trustee shall be designated as paying agent or trustee for such Senior Lien Obligations and the Transportation Authority shall deliver to the Trustee a transcript of the proceedings providing for the issuance of such Senior Lien Obligations (but the Trustee shall not be responsible for the validity or sufficiency of such proceedings or such Senior Lien Obligations).

SECTION 4.06 Application of Proceeds. Proceeds of each Series of Senior Lien Bonds or any Senior Lien Obligations shall be applied as specified in the Supplemental Indenture pursuant to which such Senior Lien Debt is issued or incurred.

SECTION 4.07 Credit Enhancement; Liquidity Facility. If any Series of Senior Lien Bonds is supported by a Credit Enhancement or a Liquidity Facility, the Supplemental Indenture pursuant to which such Senior Lien Bonds are issued shall include the rights that the Credit Facility Provider or Liquidity Facility Provider has with respect to notices, consents, instructions, repayment, and other matters; provided that no Credit Facility Provider or Liquidity Facility Provider shall be provided any rights to take action under this Indenture that are greater than the rights of the Holders of the Senior Lien Bonds supported by the relevant Credit Enhancement or Liquidity Facility.

ARTICLE V

REDEMPTION, TENDER AND PURCHASE OF SENIOR LIEN BONDS

SECTION 5.01 Terms of Redemption, Tender and Purchase. Each Series of Senior Lien Bonds may be made subject to redemption or mandatory or optional tender and purchase prior to their respective stated maturities, as a whole or in part, at such time or times, upon such terms and conditions and upon such notice and with such effect as may be provided in the Supplemental Indenture establishing the terms and provisions of such Series of Senior Lien Bonds.

SECTION 5.02 Notice of Redemption. Notices of redemption with respect to Senior Lien Bonds shall be given as specified in a Supplemental Indenture establishing the terms and provisions of such Senior Lien Bonds. Each notice of redemption of Senior Lien Bonds shall include the information set forth in the Supplemental Indenture pursuant to which such Senior Lien Bonds were issued.

The failure of any Holder to receive notice or any defect in any such notice shall not affect the sufficiency or validity of the proceedings for redemption.

Notices of redemption of Senior Lien Bonds may be conditional to the extent and as set forth in the Supplemental Indenture pursuant to which such Senior Lien Bonds were issued.

SECTION 5.03 Partial Redemption of Senior Lien Bonds. Upon surrender of any Senior Lien Bond redeemed in part only, the Transportation Authority shall execute (but need not prepare) and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Transportation Authority, a new Senior Lien Bond or Senior Lien Bonds of authorized denominations, and of the same Series, maturity and interest rate, equal in aggregate principal amount to the unredeemed portion of the Senior Lien Bond surrendered.

SECTION 5.04 Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Senior Lien Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Senior Lien Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the redemption date, interest on the Senior Lien Bonds so called for redemption shall cease to accrue, said Senior Lien Bonds (or portions thereof) shall cease to be entitled to any lien, benefit or security under this Indenture and the Holders of said Senior Lien Bonds shall have no rights in respect thereof except

to receive payment of said Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment and such funds are hereby pledged to such payment. All Senior Lien Bonds redeemed pursuant to the provisions of this Article shall be canceled upon surrender thereof.

ARTICLE VI

SENIOR LIEN OBLIGATIONS, PARITY DEBT AND SUBORDINATE OBLIGATIONS

The Transportation Authority may by Supplemental Indenture entered into under this Indenture issue or incur Parity Debt and Subordinate Obligations, subject to the limitations set forth in the Act, the Ordinance and other applicable law.

The Transportation Authority shall not issue any Indebtedness secured by the Sales Tax Revenues that ranks senior to the lien on Sales Tax Revenues securing the Parity Debt, other than Senior Lien Bonds and Senior Lien Obligations issued under ARTICLE IV of this Indenture. The Transportation Authority shall not issue any Indebtedness secured by the Sales Tax Revenues that ranks senior to the Senior Lien Debt.

ARTICLE VII

REVENUES

SECTION 7.01 Pledge of Sales Tax Revenues; Sales Tax Revenue Fund.

(a) As security for the payment of all amounts owing on the Senior Lien Bonds, Senior Lien Obligations, Parity Debt and Subordinate Obligations, there are irrevocably pledged to the Trustee (i) all Revenues; and (ii) all amounts, including proceeds of the Senior Lien Bonds and the Note, held on deposit in the funds and accounts established hereunder (except for amounts held in the Senior Lien Bond Rebate Fund, the Note Rebate Fund, the Note Construction Fund (which shall secure only the Note), any Senior Lien Bonds Project Fund (which shall secure only the Senior Lien Bonds the proceeds of which were deposited therein) any Senior Lien Bonds Costs of Issuance Fund (which shall secure only the Senior Lien Bonds the proceeds of which were deposited therein), any Senior Lien Reserve Fund (which shall secure only the Senior Lien Debt specifically identified in a Supplemental Indenture or Supplemental Indentures as secured thereby) and any fund or account established under a Supplemental Indenture that secures only specifically identified Senior Lien Debt, Parity Debt or Subordinate Obligations (which shall secure only the obligations so identified)), subject to the provision of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture. The collateral identified above shall immediately be subject to this pledge, and this pledge shall constitute a lien on and security interest in such collateral which shall immediately attach to the collateral and be effective, binding and enforceable against the Transportation Authority and all others asserting the rights therein, to the extent set forth, and in accordance with, this Indenture irrespective of whether those parties have notice of this pledge and without the need for any physical delivery, recordation, filing or further act. The pledge of the amounts in such funds shall be valid and binding with respect to the Note from and after delivery by the Transportation Authority of the Note, without any physical delivery thereof or any further act. The pledge of the amounts in such funds shall be

valid and binding with respect to the other Indenture Obligations from and after delivery by the Transportation Authority thereof, without physical delivery thereof or any further act. The pledge of Sales Tax Revenues and all amounts held on deposit in the funds and accounts established hereunder (except for amounts held in the Senior Lien Bond Rebate Fund, the Note Rebate Fund) shall be irrevocable until all of the Senior Lien Bonds, all Senior Lien Obligations, the Note, all other Parity Debt, and all Subordinate Obligations, and amounts owed in connection therewith are no longer Outstanding.

(b) The pledge of collateral in the prior paragraph shall constitute a first lien on such collateral with respect to the Senior Lien Debt, a second lien on such collateral (subordinate only to the lien of the Senior Lien Debt) with respect to the Parity Debt, and a third lien on such collateral (subordinate only to the lien of the Senior Lien Debt and the Parity Debt) with respect to the Subordinate Obligations. Senior Lien Bonds and Senior Lien Obligations shall be of equal rank without preference, priority or distinction of any Senior Lien Bonds and Senior Lien Obligations over any other Senior Lien Bonds and Senior Lien Obligations. All Parity Debt, including the obligations with respect to Loan Debt Service, shall be of equal rank without preference, priority or distinction of any Parity Debt over any other Parity Debt. The Lender Fees and Expenses shall constitute Subordinate Obligations.

(c) The Sales Tax Revenues shall be received and held in trust by the Trustee for the benefit of the Holders of the Senior Lien Bonds, Senior Lien Obligations, the Parity Debt and the Subordinate Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this ARTICLE VII. As long as any Senior Lien Bonds, the Note, any Senior Lien Obligations, other Parity Debt or Subordinate Obligations remains Outstanding, the Transportation Authority hereby assigns and shall cause Sales Tax Revenues to be transmitted by the BOE directly to the Trustee. The Trustee shall forthwith deposit in a trust fund, designated as the "Sales Tax Revenue Fund," which fund the Trustee shall designate and maintain, all Sales Tax Revenues, when and as received by the Trustee. All moneys at any time held in the Sales Tax Revenue Fund shall be held in trust for the benefit of the Holders of all Indenture Obligations and shall be disbursed, allocated and applied solely for the uses and purposes set forth in this ARTICLE VII. Any Revenues remaining after the disbursement, allocation and application of moneys set forth in this ARTICLE VII shall be transferred to the Transportation Authority and may be used for any lawful purpose of the Transportation Authority as provided in Section 7.06 hereof.

SECTION 7.02 Allocation of Revenues

(a) So long as there are any Senior Lien Bonds or any Senior Lien Obligations, Parity Debt or Subordinate Obligations Outstanding, in each month on the day following the receipt of the Sales Tax Revenues as provided in Section 7.01(c), the Trustee shall withdraw from the Sales Tax Revenue Fund an amount sufficient, with other funds, if any, provided to the Trustee and previously used in such month to make such deposits, to make deposits in the following respective funds, in the following amounts, in the following order of priority:

(1) to the credit of the Senior Lien Interest Account an amount equal to the Aggregate Accrued Senior Lien Interest for the following calendar month less any Senior Lien Excess Deposit held in the Senior Lien Interest Account plus any Senior Lien Deficiency with

respect to the Senior Lien Interest Account plus any amount of interest which has become due and has not been paid and for which there are insufficient funds in the Senior Lien Interest Account or another special account to be used to make such payment;

(2) to the credit of the Senior Lien Principal Account an amount equal to the Aggregate Accrued Senior Lien Principal for the following calendar month less any Senior Lien Excess Deposit held in the Senior Lien Principal Account plus any Accrued Senior Lien Premium for the following calendar month and any Senior Lien Deficiency with respect to the Senior Lien Principal Account plus any amount of principal and premium, if any, which has become due and has not been paid and for which there are insufficient funds in the Senior Lien Principal Account or another special account to be used to make such payment;

(3) to the credit of the Note Interest Fund and any Parity Debt Interest Fund(s), an amount equal to the Aggregate Accrued Parity Interest for the following calendar month less any Parity Debt Excess Deposit held in the Note Interest Fund and any Parity Debt Interest Fund(s) plus any Parity Debt Deficiency with respect to the Note Interest Fund and any Parity Debt Interest Fund(s) plus any amount of interest that has become due and has not been paid and for which there are insufficient funds in the Note Interest Fund or Parity Debt Interest Fund(s), as applicable, or another special account to be used to make such payment; provided that in the event the Sales Tax Revenues are not sufficient to make all such deposits, they shall be allocated pro rata between the Note Interest Fund and any other Parity Debt Interest Fund(s) based on the amount required to be deposited in such accounts;

(4) to the credit of the Note Principal Fund and any Parity Debt Principal Fund(s), an amount equal to the Aggregate Accrued Parity Principal for the following calendar month less any Parity Debt Excess Deposit held in the Note Principal Fund and any Parity Debt Principal Fund(s) plus any Accrued Parity Premium for the following calendar month and any Parity Debt Deficiency with respect to the Note Principal Fund and any Parity Debt Principal Fund(s) plus any amount of principal and premium, if any, that has become due and has not been paid and for which there are insufficient funds in the Note Principal Fund or Parity Debt Principal Fund(s), as applicable, or another special account to be used to make such payment; provided that in the event the Sales Tax Revenues are not sufficient to make all such deposits, they shall be allocated pro rata between the Note Principal Fund and any other Parity Debt Principal Fund(s) based on the amount required to be deposited in such accounts;

(5) to the credit of any Senior Lien Reserve Funds the amounts necessary to increase the amounts on deposit in such funds to the applicable reserve requirements identified in the Supplemental Indentures pursuant to which the Senior Lien Debt secured by such funds was issued or incurred; provided that in the event the Sales Tax Revenues are not sufficient to make all such deposits, they shall be allocated pro rata between the Senior Lien Reserve Funds based on the amounts required to be deposited in such funds;

(6) to the Subordinate Obligations Fund to the credit of accounts to be created within the Subordinate Obligations Fund by the Trustee pursuant to this Section 7.02(a)(6) for the deposit of funds to pay Subordinate Obligations. The Trustee is hereby instructed to create accounts within the Subordinate Obligations Fund for each type of Subordinate Obligation as such obligations arise and to credit such accounts in such amounts and at such times as shall be needed

to provide for payment of such Subordinate Obligations under the Supplemental Indenture or Supplemental Indentures relating to such obligations. The credit of Revenues to such accounts shall be made in accordance with the rank of the pledge created by such Subordinate Obligations. Notwithstanding the foregoing, however, if there shall be insufficient Revenues in any Fiscal Year to make all of the foregoing deposits, such Revenues shall be allocated to the accounts within the Subordinate Obligations Fund on a pro rata basis based on the amounts required to be deposited therein during such Fiscal Year among all such Subordinate Obligations issued or entered into on a parity basis in accordance with the rank of the pledge created by such Subordinate Obligations.

All remaining Sales Tax Revenues, after making the foregoing allocations, shall be available to the Transportation Authority for all lawful Transportation Authority purposes and the Trustee shall, to the full extent practicable, transfer the remaining Sales Tax Revenues to the Transportation Authority on the same day as the receipt thereof (or, if such day is not a Business Day, no later than the following Business Day). The pledge of Revenues herein made shall be irrevocable until the Senior Lien Bonds, the Senior Lien Obligations, Note, all Parity Debt and all Subordinate Obligations are no longer Outstanding. Once the Trustee has transferred the remaining Sales Tax Revenues to the Transportation Authority, such Sales Tax Revenues shall no longer secure the Senior Lien Debt.

SECTION 7.03 Application of Note Interest Fund. The Trustee established a separate fund designated as the “Interest Fund” under the Original Indenture. Such account shall be renamed the “Note Interest Fund.” The Trustee shall continue to maintain and hold in trust such fund. All amounts in the Note Interest Fund shall be used and withdrawn by the Trustee solely for the purposes of paying interest on the Loans as it shall become due and payable and (ii) making payments on interest rate swap agreements related to the Loans, if any.

The Trustee shall deposit into the Note Interest Fund such amounts as provided in Section 7.02 hereof and as provided in any Supplemental Indenture and shall also deposit into the Note Interest Fund such amounts as are received with instructions from the Transportation Authority to the Trustee to deposit such amounts into such Fund.

In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 7.03 by the close of business on the first Business Day of any month, the Trustee shall promptly notify the Transportation Authority and the Lender in writing of the amount of such insufficiency by fax or e-mail, receipt of which fax or e-mail by the Transportation Authority shall be confirmed by the Trustee.

In addition, in the event that the Trustee anticipates that it shall fail to have an amount sufficient to equal the amount required to be transferred by the Trustee to the Noteholder by 1:00 p.m. New York City time on each date interest is due and payable on the Loans, the Trustee shall notify the Transportation Authority in writing of the amount of such insufficiency by fax, receipt of which fax or e-mail by the Transportation Authority shall be confirmed by the Trustee, such notice to be provided prior to 10:30 a.m. New York City time/7:30 a.m. California time on each date interest is due and payable on the Loans.

Amounts deposited in the Note Interest Fund shall be transferred by the Trustee to the Noteholder by 2:00 p.m. New York City time on each date interest is due and payable on the Loans.

Any amounts remaining on deposit in the Note Interest Fund on the Business Day preceding the receipt of Sales Tax Revenues from the BOE in June of each year in excess of amounts needed to pay interest due on the next date interest payment is due on the Loans or Parity Debt that is to be paid from Sales Tax Revenues or otherwise required to be on deposit in the Note Interest Fund under this Section 7.03, commencing June 2016, shall be transferred to the Transportation Authority and may be used for any lawful purpose of the Transportation Authority except to the extent that Lender Fees and Expenses are outstanding and owing to the Lender under the Credit Agreement, in which case an amount up to the total outstanding and owing shall be transferred to and deposited in the Subordinate Obligations Fund and used to pay such Lender Fees and Expenses.

SECTION 7.04 Application of Note Principal Fund. The Trustee established a separate fund designated as the “Principal Fund” under the Original Indenture. Such account shall be renamed the “Note Principal Fund.” The Trustee shall continue to maintain and hold in trust such fund. All amounts in the Note Principal Fund shall be used and withdrawn by the Trustee solely for the purposes of paying principal on the Loans as it shall become due and payable in accordance with the terms of the Credit Agreement.

The Trustee shall deposit into the Note Principal Fund such amounts as provided in Section 7.02 hereof and as provided in any Supplemental Indenture and shall also deposit into the Note Principal Fund such amounts as are received with instructions from the Transportation Authority to the Trustee to deposit such amounts into such Fund. For the avoidance of doubt, no deposits to the Note Principal Fund shall be required until the conversion of any Revolving Loan(s) to Term Loans (each as defined in the Credit Agreement) under the Credit Agreement or after any Event of Default.

In the event that the Trustee shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 7.04 by the close of business on the last Business Day of any month, the Trustee shall promptly notify the Transportation Authority in writing of the amount of such insufficiency by fax or e-mail, receipt of which fax or e-mail by the Transportation Authority shall be confirmed by the Trustee.

Amounts deposited in the Principal Fund shall be transferred by the Trustee to the Noteholder by 2:00 p.m. New York City time on the date principal is due and payable on the Loans.

SECTION 7.05 Establishment and Application of Senior Lien Debt Service Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Senior Lien Debt Service Fund.” Within such Fund, the Trustee shall establish, maintain and hold in trust separate accounts designated the “Senior Lien Interest Account” and the “Senior Lien Principal Account.”

(b) The Trustee shall deposit into these Funds and Accounts such amounts as provided in Section 7.02 hereof and as provided in any Supplemental Indenture and shall also deposit into such Funds and Accounts such amounts as are received with instructions from the Transportation Authority to the Trustee to deposit such amounts into a specific Fund or Account. All Swap Revenues received by the Transportation Authority with respect to Interest Rate Swap Agreements that are Senior Lien Obligations shall be transferred by the Transportation Authority to the Trustee and deposited in the Senior Interest Account.

(c) There shall be withdrawn from the Senior Lien Interest Account and the Senior Lien Principal Account from time to time and set aside or deposited with the applicable Paying Agent or Paying Agents sufficient money for paying the interest on the Senior Lien Bonds and Senior Lien Obligations and the principal of and premium on the Senior Lien Bonds and Senior Lien Obligations as the same shall fall due, or if such interest, principal or premium is paid by or through a form of a Liquidity Facility, Credit Enhancement or Interest Rate Swap Agreement, amounts in the Senior Lien Interest Account and Senior Lien Principal Account may, if so provided by Supplemental Indenture, be used to reimburse such amounts to the applicable Liquidity Provider, Credit Provider or Counterparty. Notwithstanding the foregoing, however, if there shall be insufficient Revenues on deposit in the Senior Lien Debt Service Fund to make the foregoing deposits, such Revenues shall be allocated first, to the Senior Lien Interest Account and second, to the Senior Lien Principal Account. Should amounts in either the Senior Lien Interest Account or the Senior Lien Principal Account be insufficient to make payments when due, such amounts shall be allocated pro rata between the Senior Lien Debt based on the amount then due and payable on such Senior Lien Debt.

SECTION 7.06 Establishment and Application of Subordinate Obligations Fund.
The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Subordinate Obligations Fund” and within such fund, the accounts established pursuant to Section 7.02(a)(6) hereof. After the other transfers required pursuant to Section 7.02 hereof have been made, the Trustee shall transfer to the Subordinate Obligations Fund an amount necessary to be applied to the payment of Subordinate Obligations in accordance with, and upon the written direction of, the Transportation Authority, such written direction to be provided by the Transportation Authority prior to or concurrently with any transfer of Revenues to the Trustee pursuant to Section 7.01 hereof.

SECTION 7.07 Payment Provisions Applicable to Interest Rate Swap Agreements.
In the event the Transportation Authority shall enter into an Interest Rate Swap Agreement in connection with a Series of Senior Lien Bonds, the amounts received by the Transportation Authority, if any, pursuant to such Interest Rate Swap Agreement shall also be applied to the deposits required hereunder. If the Transportation Authority so designates in a Supplemental Indenture establishing the terms and provisions of such Series of Senior Lien Bonds (or if such Interest Rate Swap Agreement is entered into subsequent to the issuance of such Series of Senior Lien Bonds, if the Transportation Authority so designates in a Certificate of the Transportation Authority delivered to the Trustee concurrently with the execution of such Interest Rate Swap Agreement), regularly-scheduled payments payable under such Interest Rate Swap Agreement (excluding Swap Termination Payments and payments of fees and expenses incurred in connection with Interest Rate Swap Agreements, which shall in all cases be payable from, and secured by, Revenues as Subordinate Obligations) shall constitute Senior Lien Obligations under

this Indenture, and, in such event, the Transportation Authority shall pay or cause to be paid to the Trustee for deposit in the Senior Lien Interest Fund, at the times and in the manner provided by Section 7.02, the amounts to be paid pursuant to such Interest Rate Swap Agreement, as if such amounts were additional interest due on the Series of Senior Lien Bonds to which such Interest Rate Swap Agreement relates, and the Trustee shall pay to the Counterparty to such Interest Rate Swap Agreement, to the extent required thereunder, from amounts deposited in the Senior Lien Interest Account (or subaccount therein from which interest on the Series of Senior Lien Bonds with respect to which such Interest Rate Swap Agreement was entered into is paid).

SECTION 7.08 Investment by the Transportation Authority. All moneys in any of the funds or accounts established and held by the Transportation Authority pursuant to this Indenture shall be invested by the Transportation Authority in Investment Securities or in any other investments permitted for the investment of funds of the Transportation Authority under the Act.

SECTION 7.09 Investment by the Trustee. All moneys in any of the funds or accounts established and held by the Trustee pursuant to this Indenture shall be invested, as directed in writing by the Transportation Authority, solely in Investment Securities. All Investment Securities shall, as directed by the Transportation Authority in writing, be acquired by the Trustee subject to the limitations set forth in Section 9.07 and Section 9.08 hereof, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Transportation Authority and not inconsistent with the duties of the Trustee hereunder, as determined solely by the Transportation Authority. If and to the extent the Trustee does not receive investment instructions from the Transportation Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to this Indenture, such moneys shall be invested in Investment Securities described in clause (xiv) of the definition thereof, and the Trustee shall thereupon promptly request written investment instructions from the Transportation Authority for such moneys.

Moneys in the funds and accounts established under this Indenture shall be invested in Investment Securities maturing or available on demand not later than the date on which the Transportation Authority estimates that such moneys will be required by the Trustee.

All interest, profits and other income received from the investment of moneys in any fund or account, other than the Note Rebate Fund, the Senior Lien Bond Rebate Fund, the Note Construction Fund, any Senior Lien Bonds Project Fund, any Senior Lien Bonds Costs of Issuance Fund and any Senior Lien Reserve Fund, shall be transferred to the Sales Tax Revenue Fund, unless amounts in such fund or account have been allocated to or are attributable to particular Senior Lien Debt, Parity Debt or a particular Subordinate Obligation, in which case such amounts shall be deposited in the fund, account or subaccount from which interest on such Senior Lien Debt, Parity Debt or Subordinate Obligation is paid when received. All interest, profits and other income received from the investment of moneys in the Note Rebate Fund, the Senior Lien Bond Rebate Fund, the Note Construction Fund, any Senior Lien Bonds Project Fund, any Senior Lien Bonds Costs of Issuance Fund and any Senior Lien Reserve Fund shall be deposited in such respective fund, except as provided in Section 9.07 and Section 9.08. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any

Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture (other than the Note Rebate Fund and the Senior Lien Bond Rebate Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee or any of its affiliates may act as principal or agent in the making or disposing of any investment and may impose its customary charge therefor. The Trustee may, upon consultation with the Transportation Authority, sell or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment or redemption.

The Transportation Authority may, and the Trustee shall, upon the Request of the Transportation Authority, enter into a financial futures or financial option contract or swap with an entity the debt securities of which are rated not less than the second highest long-term rating categories by any Rating Agency. The Transportation Authority shall provide twenty (20) days' written notice to the Rating Agencies then rating any Senior Lien Bonds before filing such a Request, and the Trustee shall provide notice of the closing of any such financial futures or financial option contract or swap to such Rating Agencies on the closing date thereof.

The Trustee will furnish the Transportation Authority periodic cash transaction statements at least once per month, which will include detail for all investment transactions made by the Trustee hereunder. So long as the Note is Outstanding, the Trustee will furnish the Lender periodic cash transaction statements at least once per month with respect to the funds and accounts established hereunder that relate to the Note (including the Note Interest Fund, the Note Principal Fund, the Note Construction Fund and the Note Rebate Fund), which statements will include detail for all investment transactions made by the Trustee hereunder. The Transportation Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Transportation Authority the right to receive brokerage confirmations for securities transactions as they occur, the Transportation Authority will not receive such confirmations.

The Trustee shall not be responsible for any losses resulting from investments made under this Indenture.

The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions made by it relating to the receipt, disbursement, allocation and application of the moneys related to the Note, including moneys derived from, pledged to, or to be used to make payments on the Note. Such records shall specify the account or fund to which such moneys are to be allocated.

ARTICLE VIII

OTHER FUNDS AND ACCOUNTS

SECTION 8.01 Application of Note Construction Fund. The Trustee established a separate fund designated as the “Construction Fund” under the Original Indenture. Such account shall be renamed the “Note Construction Fund.” The Trustee shall continue to maintain and hold in trust such fund. Moneys deposited in the Note Construction Fund from an Additional Advance will be identified in the related Additional Note Tax Certificate. The moneys in the Note Construction Fund shall be disbursed, upon a Requisition of the Transportation Authority, to pay costs incurred in connection with the portion of the Project financed with such Advance deposited in the Note Construction Fund (or to make reimbursements to the Transportation Authority for such costs). Such Requisition of the Transportation Authority shall be substantially in the form attached as Exhibit A hereto and shall set forth the name of the person or persons to whom said amounts are to be disbursed and shall state that the amounts to be disbursed are for costs properly chargeable to such Note Construction Fund and that such amounts have not been the subject of any previous Requisition of the Transportation Authority. When the Transportation Authority determines that the Costs of the Project to be financed with the proceeds of a specific Advance have been paid, a Certificate of the Transportation Authority shall be delivered to the Trustee stating (i) that all of such costs have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Note Construction Fund is to be maintained in the full amount of such claims until such dispute is resolved) and (ii) that the Trustee is to transfer the remaining balance, if any, in the Note Construction Fund, less the amount of any such retention, for deposit in the Note Interest Fund and the Trustee shall apply such funds to pay interest on the related Advance.

SECTION 8.02 Application of Note Costs of Issuance Account. The Trustee has established a separate account within the Note Construction Fund designated as the “Costs of Issuance Account” under the Original Indenture. Such account shall be renamed the “Note Costs of Issuance Account.” The Trustee shall continue to maintain and hold in trust such account. Moneys deposited in the Note Costs of Issuance Account from an Additional Advance will be identified in the related Additional Note Tax Certificate and shall be used to pay Costs of Issuance incurred in connection with such Advance, upon completion by the Transportation Authority of a Requisition of the Transportation Authority. Such Requisition of the Transportation Authority shall be substantially in the form attached as Exhibit B hereto and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said Note Costs of Issuance Account. At the end of one hundred eighty (180) days from the date of each Advance, or upon such earlier date as the Transportation Authority shall determine that amounts in said Note Costs of Issuance Account are no longer required for the payment of Costs of Issuance related to such Advance, any amounts then remaining in the Note Costs of Issuance Account representing the proceeds of such Advance shall be transferred by the Trustee either (a) if and to the extent proceeds of such Advance were deposited to the Note Construction Fund and the Certificate of the Transportation Authority described in Section 8.01 hereof has not yet been delivered with respect to such Advance, to the Note Construction Fund and (b) otherwise to the Note Interest Fund to be applied to the next payment of interest on the related Advance.

SECTION 8.03 Establishment and Application of Senior Lien Bonds Project Fund.
Proceeds of Senior Lien Bonds which are to be used to pay Costs of the Projects shall be deposited into a Fund or Funds (including any accounts or subaccounts therein) which individually and collectively shall be designated the “Senior Lien Bonds Project Fund,” which shall be held by the Trustee, all as provided by this Indenture and the relevant Supplemental Indenture or Supplemental Indentures. All moneys in a Senior Lien Bonds Project Fund shall be disbursed as provided in the Supplemental Indenture or Supplemental Indentures under which such Fund or Funds were created.

SECTION 8.04 Establishment and Application of Senior Lien Bonds Costs of Issuance Fund. Proceeds of Senior Lien Bonds which are to be used to pay Costs of Issuance shall be deposited into a fund or funds (including any accounts or subaccounts therein) which individually and collectively shall be designated the “Senior Lien Bonds Costs of Issuance Fund,” which shall be held by the Trustee, all as provided by this Indenture and the relevant Supplemental Indenture or Supplemental Indentures. All moneys in a Senior Lien Bonds Costs of Issuance Fund shall be disbursed as provided in the Supplemental Indenture or Supplemental Indentures under which such fund or funds were created.

SECTION 8.05 Establishment and Application of Senior Lien Reserve Funds.
Funds securing a Series of Senior Lien Bonds or a Senior Lien Obligation, or multiple Series of Senior Lien Bonds and/or Senior Lien Obligations, may be established and held by the Trustee as provided in a Supplemental Indenture or Indentures. Deposits into and application of funds in any such fund shall be governed by the Supplemental Indenture or Supplemental Indentures under which such fund or funds were created.

SECTION 8.06 Additional Funds and Accounts.

(a) The Transportation Authority may direct the Trustee to establish, maintain and hold in trust an additional separate fund or funds in which the proceeds of Advances shall be deposited and from which such amounts shall be applied, so long as the Advances are used to finance or refinance costs of the Project and so long as such application is consistent with the related Additional Note Tax Certificate.

(b) In addition, the Transportation Authority may direct the Trustee to establish, maintain and hold in trust additional Funds, Accounts and Subaccounts for such purposes as the Transportation Authority deems appropriate, including separate Funds available only for specified Senior Lien Bonds, Senior Lien Obligations, Parity Debt or Subordinate Obligations; provided that Revenues shall not be used to make deposits in any such additional Funds, Accounts or Subaccounts before the deposits set forth in Section 7.02(a)(1)-Section 7.02(a)(6) have been made.

ARTICLE IX

COVENANTS OF THE TRANSPORTATION AUTHORITY

SECTION 9.01 Punctual Payment. The Transportation Authority covenants and agrees that it will duly and punctually pay or cause to be paid from the Revenues hereinabove

described and to the extent thereof the principal of, premium, if any, and interest on all Senior Lien Bonds, Senior Lien Obligations, the Note, other Parity Debt and other Subordinate Obligations at the places and on the dates and in the manner specified herein and in the Supplemental Indentures or other agreements pursuant to which such obligations were incurred, according to the true intent and meaning thereof, and that it will faithfully do and perform all covenants and agreements contained herein and in such Supplemental Indentures and other agreements and the Transportation Authority agrees that time is of the essence of this Indenture, provided that the Transportation Authority's obligation to make payments pursuant hereto shall be limited to payment from the Revenues, the Funds, Accounts and Subaccounts pledged therefor in this Indenture and any other source which the Transportation Authority may specifically provide for such purpose and no Holder shall have any right to force payment from any other funds of the Transportation Authority.

SECTION 9.02 Collection of Sales Tax Revenues.

(a) The Transportation Authority covenants and agrees that it has duly levied the Sales Tax in accordance with the Act and pursuant to and in accordance with the Ordinance, which Ordinance the County duly adopted following the approval of the Sales Tax by more than a two-thirds vote of the electorate of the County. The Transportation Authority covenants and agrees that so long as Indenture Obligations remain Outstanding, it shall not amend, modify or alter the Ordinance in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues. The Transportation Authority further covenants that it will continue to levy and collect the Sales Tax to the full amount permitted by the Act, the Ordinance and other applicable law. The Transportation Authority further covenants that it will take such actions as required to cause the BOE to process and supervise collection of said transactions and use taxes and to transmit Sales Tax Revenues directly to the Trustee. Said agreement will be continued in effect so long as any Indenture Obligation is Outstanding and shall not be amended, modified or altered in any manner that would affect the remittance of the Sales Tax Revenues directly to the Trustee or would adversely affect the rights, remedies or security of the Holder of any Indenture Obligation without the written consent of the Trustee so long as any Indenture Obligation remains Outstanding. In addition, said agreement will not be amended, modified or altered in any manner that would affect the remittance of the Sales Tax Revenues directly to the Trustee or would affect the rights, remedies or security of the Lender without the written consent of the Lender so long as the Note is Outstanding. The Transportation Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Transportation Authority by the BOE.

(b) Sales Tax Revenues received by the Trustee shall be transmitted to the Transportation Authority under the terms and conditions set forth in ARTICLE VII; provided that, during the continuance of an Event of Default, any Sales Tax Revenues received by the Trustee shall be applied as provided in Section 10.03.

(c) The Transportation Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances, provided, however, that the Trustee shall have no obligation to inspect such accounting records and shall not be deemed to have any notice of any

information contained in such accounting records or circumstances which might constitute an Event of Default which may be disclosed therein.

(d) The Transportation Authority covenants that so long as any Indenture Obligations remain Outstanding, it will comply with the Act and the Ordinance and will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Act, which would materially and adversely affect the rights of Holders of any of the Indenture Obligations.

SECTION 9.03 Maintenance of Powers. The Transportation Authority covenants that it will at all times use its best efforts to maintain the powers, functions, duties and obligations now reposed in it pursuant to the Act and all other laws and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Indenture Obligations or the performance or observance of any of the covenants herein contained.

SECTION 9.04 No Adverse Action. The Transportation Authority covenants that it will not take any action which will have a material adverse effect upon the Revenues, as herein pledged, or have a material adverse effect upon the pledge of the Revenues made herein or the rights of the Holders of any Indenture Obligations. The Transportation Authority shall be unconditionally and irrevocably obligated, so long as any Indenture Obligations are Outstanding, to take all lawful action necessary or required to continue to entitle the Transportation Authority to receive the Revenues at the same rates as now provided by law to pay from the Revenues the principal of and interest on the Indenture Obligations and to make the other payment provided for herein.

SECTION 9.05 Waiver of Laws. The Transportation Authority will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law or right at immunity now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture, in the Note or any Senior Lien Bond, and all benefit or advantage of any such law or laws is hereby expressly waived by the Transportation Authority to the extent permitted by law.

SECTION 9.06 Note Rebate Fund.

(a) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the "Note Rebate Fund." Within the Note Rebate Fund, the Trustee shall maintain such accounts as the Transportation Authority shall direct in writing to comply with the terms and requirements of the Note Tax Certificate. Subject to the transfer provisions provided in Section 9.06(c) below, all money at any time deposited in the Note Rebate Fund shall be held by the Trustee for the account of the Transportation Authority in trust, to the extent required to satisfy the Note Rebate Requirement (as defined in the Note Tax Certificate), for payment to the federal government of the United States of America, and neither the Trustee nor any Owner of the Note shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Note Rebate Fund shall be governed by this Indenture and by the Note Tax Certificate (which are incorporated herein by reference). The Transportation Authority hereby covenants to comply with the directions contained in the Note Tax Certificate and the Trustee

hereby covenants to comply with all written instructions of the Transportation Authority delivered to the Trustee pursuant to the Note Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Note Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this Section 9.06(a) if it follows such written instructions of the Transportation Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Transportation Authority with the terms of the Note Tax Certificate nor to make computations in connection therewith.

(b) The Trustee shall invest all amounts held in the Note Rebate Fund, solely as directed by the Transportation Authority in writing, solely in Investment Securities, subject to the restrictions set forth in the Note Tax Certificate.

(c) Upon receipt of the written instructions of the Transportation Authority, the Trustee shall remit part or all of the balances in the Note Rebate Fund to the federal government of the United States of America, as directed. In addition, if such instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Note Rebate Fund and from or into such accounts or funds as directed. Any funds remaining in the Note Rebate Fund after payment of the Note and payment and satisfaction of any Note Rebate Requirement, shall be withdrawn and remitted to the Transportation Authority in accordance with a Request of the Transportation Authority.

(d) Notwithstanding any other provision of this Indenture, including in particular ARTICLE XIII hereof, the obligation to remit the Note Rebate Requirement to the federal government of the United States of America and to comply with all other requirements of this Section and the Note Tax Certificate shall survive the defeasance or payment in full of the Note.

SECTION 9.07 Tax Covenants Relating to the Note. The Transportation Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Note under Section 103 of the Code. Without limiting the generality of the foregoing, the Transportation Authority shall comply with all requirements and covenants contained in the Note Tax Certificate. In the event that at any time the Transportation Authority is of the opinion that for purposes of this Section 9.07 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Transportation Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provision of this Section 9.07 and Section 9.06 hereof, if the Transportation Authority shall receive an Opinion of Bond Counsel to the effect that any action required under the Note Tax Certificate or this Section 9.07 or Section 9.06 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Note pursuant to Section 103 of the Code, the Transportation Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 9.08 Tax Covenants Relating to Tax-Exempt Senior Lien Bonds. With respect to the issuance of any Tax-Exempt Senior Lien Bonds, the Supplemental Indenture providing for the issuance of such Tax-Exempt Senior Lien Bonds shall establish the funds and accounts, including a rebate fund, necessary to comply with the requirements under Section 103 of the Code and the Senior Lien Bonds Tax Certificate in order to maintain the exclusion from gross income of the interest on the Tax-Exempt Senior Lien Bonds. In addition, the Transportation Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any Tax-Exempt Senior Lien Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Transportation Authority shall comply with all requirements and covenants contained in the Senior Lien Bonds Tax Certificates.

SECTION 9.09 Additional Advances. The Transportation Authority will not request any Additional Advance under the Credit Agreement unless the following conditions are satisfied:

(a) The Board of Commissioners of the Transportation Authority shall have duly adopted a resolution authorizing such Additional Advance; and

(b) At or prior to the time that the Additional Advance is received, Bond Counsel shall have delivered an opinion to the effect that, after giving effect to such Additional Advance, the Credit Agreement constitutes a valid and binding obligation of the Transportation Authority enforceable in accordance with its terms.

SECTION 9.10 Further Assurances. The Transportation Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures, and such further acts, instruments and transfers as the Trustee may reasonably request for the better assuring and confirming to the Trustee all the rights and obligations of the Transportation Authority under and pursuant to this Indenture.

SECTION 9.11 Compliance with Ordinance. The Transportation Authority hereby covenants to comply with and to carry out the provisions of the Ordinance, including, without limitation, to allocate the Sales Tax (including the proceeds of bonds secured by Sales Tax) for the uses and in accordance with the Ordinance and the Expenditure Plan.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.01 Senior Lien Events of Default. The following events shall be Senior Lien Events of Default:

(a) default in the due and punctual payment of the principal or Redemption Price of any Senior Lien Bonds when and as the same shall become due and payable, whether at maturity, upon acceleration or by declaration;

(b) default in the due and punctual payment of any installment of interest on the Senior Lien Bonds when and as such interest installment shall become due and payable;

(c) if any payment default shall exist under any agreement governing any Senior Lien Obligations and shall continue beyond the grace period, if any, provided for with respect to such default;

(d) if the Transportation Authority shall fail to observe or perform any covenant, condition, agreement or provision in this Indenture on its part to be observed or performed, other than as referred to in Section 10.01(a), (b) or (c) hereof, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Transportation Authority by the Trustee; except that, if such failure can be remedied but not within such sixty (60) day period and if the Transportation Authority has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure shall not become an Event of Default for so long as the Transportation Authority shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(e) if the Transportation Authority files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(f) if a court of competent jurisdiction shall enter an order, judgment or decree declaring the Transportation Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Transportation Authority, or approving a petition filed against the Transportation Authority seeking reorganization of the Transportation Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof; or

(g) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Transportation Authority or of the Revenues, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control.

SECTION 10.02 Parity Debt Events of Default. The following events shall be Parity Debt Events of Default:

(a) default in the due and punctual payment of the principal of the Loans when and as the same shall become due and payable, whether at maturity, upon acceleration or by declaration;

(b) default in the due and punctual payment of any installment of interest on the Loans when and as such interest installment shall become due and payable;

(c) the occurrence of an Event of Default (as such term is defined in the Credit Agreement) under the Credit Agreement;

(d) if any payment default shall exist under any agreement governing any Parity Debt other than the Loans and shall continue beyond the grace period, if any, provided for with respect to such default.

SECTION 10.03 Application of the Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, to the fullest extent permitted by law, the Transportation Authority shall immediately transfer all Revenues held by it to the Trustee, and the Trustee shall apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (except as otherwise provided in this Indenture) as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Indenture Obligations, including the costs and expenses of the Trustee and such Holders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Indenture, provided, however, that if the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law;

(2) To the payment to the persons entitled thereto of all installments of interest then due on the Senior Lien Debt, with interest on overdue installments, if lawful, at the rate per annum borne by the Senior Lien Debt, as the case may be, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment;

(3) To the payment to the persons entitled thereto of the unpaid principal of any of the Senior Lien Debt which shall have become due with interest on such Senior Lien Debt at their respective rate from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Senior Lien Debt due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege among Holders of Senior Lien Debt;

(4) To the payment to the persons entitled thereto of all installments of interest then due on the Parity Debt, with interest on overdue installments, if lawful, at the rate per annum borne by the Parity Debt, as the case may be, in the order of maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment,

(5) To the payment to the persons entitled thereto of the unpaid principal of any of the Parity Debt which shall have become due with interest on such Parity Debt at their respective rate from the respective dates upon which they became due and, if the amount available shall not be sufficient to pay in full Parity Debt due on any particular date, together with

such interest, then to the payment ratably, according to the amount of principal and interest due on such date, in each case to the persons entitled thereto, without any discrimination or privilege among Holders of Parity Debt;

(6) To the payment of the persons entitled thereto of all Lender Fees and Expenses, which shall have become due, whether at maturity or upon acceleration or prepayment under the Credit Agreement, in the order of their due dates, with interest on the overdue payments at the rate or rates set forth in the Credit Agreement, subject to the provisions of this Indenture; and

(7) To the payments to persons entitled thereto of amounts then due on other Subordinate Obligations as provided in the Supplemental Indentures pursuant to which such Subordinate Obligations were issued.

Notwithstanding the foregoing provisions of this Section 10.03, in no event are any Indenture Obligations subject to acceleration if any Event of Default occurs and is continuing; provided, however, that (a) the accelerated payment of Liquidity Facility Bonds or reimbursement obligations relating to Liquidity Facility Bonds pursuant to the term-out provisions of any related Liquidity Facility, letter of credit reimbursement agreement or similar agreement between the Transportation Authority and the related Liquidity Provider shall not be considered to be an acceleration for purposes of this paragraph and (b) the Note and the Loans shall be subject to acceleration to the extent provided in the Credit Agreement, and Parity Debt and Subordinate Obligations may be subject to acceleration as provided in the Supplemental Indenture pursuant to which any future Parity Debt or Subordinate Obligations may be issued. For the avoidance of doubt, upon an event of default under the Credit Agreement, the Lender shall have all rights and remedies set forth therein.

SECTION 10.04 Trustee to Represent Holders. The Trustee is hereby irrevocably appointed (and the successive respective Holders of the Indenture Obligations, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Holders of the Indenture Obligations for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Holders under the provisions of the Indenture Obligations, this Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Holders, the Trustee in its discretion may, and, upon the written request of the Holders of not less than a majority in aggregate amount of Bond Obligation of the Senior Lien Bonds then Outstanding or a majority in aggregate principal amount of the Parity Debt then Outstanding (or, with respect to a Parity Debt Event of Default, the written request of the Holders of not less than a majority in aggregate principal amount of the Parity Debt then Outstanding), and being indemnified to its satisfaction therefor, shall proceed to protect or enforce its rights or the rights of such Holders by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Holders under this Indenture, the Act or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Sales Tax Revenues

and other assets pledged under this Indenture, pending such proceedings. All rights of action under this Indenture or the Senior Lien Bonds, the Note, the Senior Lien Obligations, the Parity Debt or the Subordinate Obligations or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Senior Lien Bonds, the Note, the Senior Lien Obligations, the Parity Debt or the Subordinate Obligations or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Holders of the Senior Lien Bonds, the Senior Lien Obligations, the Note, the other Parity Debt and the Subordinate Obligations, subject to the provisions of this Indenture (including Section 10.06).

SECTION 10.05 Direction of Proceedings.

(a) Anything in this Indenture to the contrary notwithstanding, the Holders of a majority in aggregate amount of Bond Obligation of the Senior Lien Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder for the benefit of the Senior Lien Bonds with respect to any Senior Lien Event of Default; provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Holders of the Senior Lien Bonds not parties to such direction.

(b) Anything in this Indenture to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Parity Debt then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder for the benefit of the Parity Debt with respect to any Senior Lien Event of Default or any Parity Debt Event of Default; provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Holders of Parity Debt not parties to such direction.

SECTION 10.06 Limitation on Right to Sue. No Holder of any Indenture Obligation shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Act or any other applicable law with respect to such Indenture Obligation, unless: (1) such Holder shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) with respect to a Senior Lien Event of Default the Holders of not less than a majority in aggregate amount of Bond Obligation of the Senior Lien Bonds then Outstanding or the Holders of a majority in aggregate principal amount of the Parity Debt then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) with respect to a Parity Debt Event of Default, the Holders of not less than a majority in aggregate principal amount of such Parity Debt then Outstanding shall have made written request upon the

Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (4) the applicable Holder or said Holders shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (5) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of any Indenture Obligation of any remedy hereunder or under law; it being understood and intended that (1) no one or more Holders of Senior Lien Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Holders of Senior Lien Debt, (2) no one or more Holders of Parity Debt shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Holders of Parity Debt, and (3) no one or more Holders of Indenture Obligations shall have the right in any manner whatever by his or their action to enforce any right under this Indenture, the Act or other applicable law with respect to the Indenture Obligations, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Holders of the Indenture Obligations then Outstanding, subject to the provisions of this Indenture.

SECTION 10.07 Absolute Obligation of the Transportation Authority. Nothing in Section 10.06 or in any other provision of this Indenture, or in the Senior Lien Bonds or the Note, contained shall affect or impair the obligation of the Transportation Authority, which is absolute and unconditional, to pay the principal and Redemption Price of and interest on the Senior Lien Bonds, Loan Debt Service and Lender Fees and Expenses to the respective Owners of the Note on the dates provided in the Credit Agreement, and to pay amounts owing with respect to other Indenture Obligations when due and payable by their terms, but only out of the Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the applicable Indenture Obligation.

SECTION 10.08 Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Holders of Indenture Obligations on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or such Holders, then in every such case the Transportation Authority, the Trustee and such Holders, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the Transportation Authority, the Trustee and such Holders shall continue as though no such proceedings had been taken.

SECTION 10.09 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Holders of Indenture Obligations is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

SECTION 10.10 No Waiver of Default. No delay or omission of the Trustee or of any Holder of any Indenture Obligation to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Holder of any Indenture Obligation may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XI

THE TRUSTEE

SECTION 11.01 Appointment: Duties, Immunities and Liabilities of Trustee.

(a) U.S. Bank National Association is hereby appointed as Trustee under this Indenture and hereby accepts the duties imposed upon it as Trustee hereunder and hereby agrees to perform all the functions and duties of the Trustee hereunder, subject to the terms and conditions set forth in this Indenture. The Trustee shall perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of an Event of Default (which had not been cured), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Transportation Authority may, with the consent of the Lender, remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing; the Transportation Authority shall remove the Trustee if at any time it is requested to do so by an instrument or concurrent instruments in writing signed by the Owners of a majority of the Bond Obligation of the Senior Lien Bonds (or their attorneys duly authorized in writing), and consented to by the Lender; and the Transportation Authority shall remove the Trustee if at any time the Trustee shall cease to be eligible in accordance with Section 11.01(e) hereof, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee. Upon any removal of the Trustee, the Transportation Authority shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Transportation Authority and by giving the Holders of Senior Lien Bonds and the Note notice of such resignation by mail at the address shown on the registration books maintained by the Trustee. Upon receiving such notice of resignation, the Transportation Authority shall promptly appoint a successor Trustee by an instrument in writing, with the prior written consent of the Owners of no less than a majority in aggregate principal amount of the Note at the time Outstanding.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within sixty (60) days

of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Senior Lien Bondholder (on behalf of himself and all other Senior Lien Bondholders) or any Noteholder (on behalf of himself and all other Noteholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Transportation Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Transportation Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Transportation Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Transportation Authority shall give notice of the succession of such Trustee to the trusts hereunder by mail to the Owners.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank having the powers of a trust company or a trust company, having a combined capital and surplus of at least one hundred million dollars (\$100,000,000), subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 11.01(e), the Trustee shall resign promptly in the manner and with the effect specified in this Section.

SECTION 11.02 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under Section 11.01(e) hereof, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 11.03 Liability of Trustee.

(a) The recitals of facts herein and in the Senior Lien Bonds and Note contained shall be taken as statements of the Transportation Authority, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or

sufficiency of this Indenture or of the Senior Lien Bonds or of the Note as to the sufficiency of the Revenues or the priority of the lien of this Indenture thereon, or as to the financial or technical feasibility of any portion of the Project and shall not incur any responsibility in respect of any such matter, other than in connection with the duties or obligations expressed herein or in the Senior Lien Bonds or the Note. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in any of the Senior Lien Bonds or the Note and may join in any action which any Owner of the Senior Lien Bonds or the Note may be entitled to take, with like effect as if the Trustee was not the Trustee under this Indenture. The Trustee may in good faith hold any other form of indebtedness of the Transportation Authority, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Transportation Authority and make disbursements for the Transportation Authority and enter into any commercial or business arrangement therewith, without limitation.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, but the Trustee shall be liable for the negligence or misconduct of any such attorney, agent, or receiver selected by it.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority of the Bond Obligation of the Senior Lien Bonds or a majority of the aggregate principal amount of the Note at the time Outstanding (or such other percentage of Bond Obligation of Senior Lien Bonds or of aggregate principal amount of the Note at the time Outstanding as shall be provided herein) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Holders of the Senior Lien Bonds or the Note pursuant to the provisions of this Indenture, including, without limitation, the provisions of ARTICLE X hereof, unless such Holders shall have offered to the Trustee reasonable security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to its satisfaction.

(f) The Trustee shall not be deemed to have knowledge of and shall not be required to take any action with respect to, any Event of Default (other than an Event of Default described in Section 10.01(a), Section 10.01(b), Section 10.01(c), Section 10.02(a), Section 10.02(b) or Section 10.02(d) hereof) or event which would, with the giving of notice, the passage of time or both, constitute an Event of Default, unless the Trustee shall have actual knowledge of

such event or shall have been notified of such event by the Transportation Authority or the Owners of a majority of the Bond Obligation of the Senior Lien Bonds or a majority of the aggregate principal amount of the Note at the time Outstanding. Without limiting the generality of the foregoing, the Trustee shall not be required to ascertain, monitor or inquire as to the performance or observance by the Transportation Authority of the terms, conditions, covenants or agreements set forth in ARTICLE IX hereof, other than the covenants of the Transportation Authority to make payments with respect to the Indenture Obligations when due as set forth in Section 9.01 hereof and to file with the Trustee when due, such reports and certifications as the Transportation Authority is required to file with the Trustee hereunder.

(g) No permissive power, right or remedy conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Transportation Authority, personally or by agent or attorney.

(i) The Trustee shall not be responsible for:

(1) the application or handling by the Transportation Authority of any moneys transferred to the Transportation Authority, pursuant to Request of the Transportation Authority or otherwise, in accordance with the terms and conditions hereof;

(2) the application and handling by the Transportation Authority of any fund or account designated to be held by the Transportation Authority hereunder;

(3) any error or omission by the Transportation Authority in making any computation or giving any instruction pursuant to Section 9.06, Section 9.07 and Section 9.08 hereof and may rely conclusively on any computations or instructions furnished to it by the Transportation Authority in connection with the requirements of Section 9.06, Section 9.07 and Section 9.08 hereof and the Senior Lien Bonds Tax Certificate or the Note Tax Certificate; or

(4) the construction, operation or maintenance of any portion of the Project.

(j) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this ARTICLE XI.

SECTION 11.04 Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, including, without limitation, counsel of or to the Transportation Authority, with regard to legal questions, and the

opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Transportation Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable. The Trustee may also rely conclusively on any report or certification of any certified public accountant, investment banker, financial consultant, or other expert selected by the Transportation Authority or selected by the Trustee with due care in connection with matters required to be proven or ascertained in connection with its administration of the trusts created hereby.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Transportation Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's reasonable understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Transportation Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 11.05 Compensation and Indemnification of Trustee. The Transportation Authority covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the Transportation Authority will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, default or willful misconduct. The Transportation Authority, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trusts created hereby, including reasonable costs and expenses (including reasonable attorneys' fees and expenses) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Transportation

Authority under this Section 11.05 shall survive the discharge of the Indenture Obligations and this Indenture and the resignation or removal of the Trustee.

ARTICLE XII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

SECTION 12.01 Amendments Permitted.

(a) This Indenture and the rights and obligations of the Transportation Authority, the Holders of the Indenture Obligations and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Transportation Authority and the Trustee may enter into when the written consent of the Holders of a majority in aggregate amount of Bond Obligation of the Senior Lien Bonds and the Holders of a majority in aggregate principal amount of the Parity Debt then Outstanding shall have been filed with the Trustee; provided that (1) if such modification affects only the Senior Lien Bonds, the consent of the Holders of Parity Debt shall not be required; (2) if such modification affects only the Parity Debt, the consent of the Holders of the Senior Lien Bonds shall not be required; (3) if such modification affects only a Series of Senior Lien Bonds, only the consent of the Holders of a majority in aggregate amount of Bond Obligation of such Series of Senior Lien Bonds shall be required; (4) if such modification affects only a portion of the Parity Debt, only the consent of the Holders of a majority in aggregate principal amount of such portion of the Parity Debt then Outstanding shall be required; and (5) if such modification or amendment will, by its terms, not take effect so long as any particular Senior Lien Bonds or any particular Parity Debt remains Outstanding, the consent of the Holders of such Senior Lien Bonds or Parity Debt shall not be required and such Senior Lien Bonds and such Parity Debt shall not be deemed to be Outstanding for the purpose of any calculation of Senior Lien Bonds or Parity Debt Outstanding under this Section.

No such modification or amendment shall (a) extend the maturity of any Indenture Obligation, or reduce the amount of principal thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Indenture Obligation, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Holder of each Indenture Obligation so affected, or (b) reduce the aforesaid percentage of Bond Obligation or principal amount the consent of the Holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture, or deprive the Holders of any Indenture Obligation of the lien created by this Indenture on such Revenues and other assets (in each case, except as expressly provided in this Indenture), without the consent of the Holders of all affected Indenture Obligations then Outstanding. It shall not be necessary for the consent of the Holders to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution and delivery by the Transportation Authority and the Trustee of any Supplemental Indenture pursuant to this Section 12.01(a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture to the Holders of the Indenture Obligations at the addresses shown on the

registration books of the Trustee. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

No modification to the interest rate, principal amount, maturity date or payment terms of any then-Outstanding Senior Lien Bond and no modification of the conditions to issuance of Senior Lien Bonds or Senior Lien Obligations shall be deemed to affect the Holders of Parity Debt (except that as long as the Credit Agreement remains in effect, Section 4.02(d) shall be deemed to affect the Lender), and no modification to the interest rate, principal amount, maturity date or payment terms of any then-Outstanding Parity Debt shall be deemed to affect the Holders of Senior Lien Bonds.

(b) This Indenture and the rights and obligations of the Transportation Authority, of the Trustee and of the Holders of any Indenture Obligations may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Transportation Authority and the Trustee may enter into without the consent of any Holders, but only to the extent that such modification or amendment is permitted by the Act and does not materially and adversely affect the interests of the Holders of the Senior Lien Bonds or the Parity Debt and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Transportation Authority in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Indenture Obligations (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Transportation Authority;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the Transportation Authority may deem necessary or desirable, and which shall not materially and adversely affect the interests of the Holders of the Senior Lien Bonds or the Parity Debt;

(3) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially and adversely affect the interests of the Holders of the Senior Lien Bonds or the Parity Debt;

(4) to provide for the issuance of an additional Series of Senior Lien Bonds or Senior Lien Obligations pursuant to the provisions of ARTICLE IV hereof;

(5) to make modifications or adjustments necessary, appropriate or desirable to provide for the issuance or incurrence, as applicable, of Capital Appreciation Bonds, Senior Lien Obligations, Parity Debt, Subordinate Obligations or Variable Rate Indebtedness, with such interest rate, payment, maturity and other terms as the Transportation Authority may deem desirable; subject to the provisions of ARTICLE III and ARTICLE IV; provided that no such amendment shall materially and adversely affect the interests of any Holder of any Senior Lien Bonds;

(6) to make modifications or adjustments necessary, appropriate or desirable to provide for change from one interest rate mode to another in connection with any Indenture Obligation;

(7) to modify the auction provisions applicable to any Indenture Obligation in accordance with the terms and provisions set forth in the Supplemental Indenture establishing the terms and provisions of such Indenture Obligation;

(8) to provide for any additional covenants or agreements necessary to maintain the tax-exempt status of, or any federal subsidy with respect to, interest on any Indenture Obligation;

(9) to provide for the issuance of Senior Lien Bonds in book-entry form or bearer form and/or to modify or eliminate the book-entry registration system for any Series of Senior Lien Bonds;

(10) to modify, alter, amend or supplement this Indenture in any other respect, including amendments that would otherwise be described in Section 12.01(a), if the effective date of such amendments is a date on which all Senior Lien Bonds and/or Parity Debt affected thereby are subject to mandatory tender for purchase pursuant to the provisions of this Indenture or if notice of the proposed amendments is given to Holders of the affected Senior Lien Bonds and/or Parity Debt at least 30 days before the proposed effective date of such amendments and, on or before such effective date, such Holders have the right to demand purchase of their Senior Lien Bonds and/or Parity Debt pursuant to the provisions of this Indenture or if all Senior Lien Bonds and/or Parity Debt affected thereby are in an auction mode and a successful auction is held following notice of such amendment; and

(11) for any other purpose that does not materially and adversely affect the interests of the Holders of the Senior Lien Bonds or the Parity Debt.

For the avoidance of doubt, the issuance of any Indenture Obligation in accordance with the terms of this Indenture shall not in and of itself be deemed to materially and adversely affect the interests of the Holders of any other Indenture Obligations.

The execution and delivery of any Supplemental Indenture in accordance with this Section 12.01 shall be deemed not to materially adversely affect the interest of Holders of Senior Lien Bonds to the extent that (i) such Holders' Senior Lien Bonds are secured by Credit Enhancement and (ii) the relevant Credit Provider shall have given its written consent to such Supplemental Indenture; provided that such Credit Provider is not in default of its obligations under such Credit Enhancement.

SECTION 12.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Transportation Authority, the Trustee and all Holders of Indenture Obligations Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and

conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 12.03 Endorsement of Indenture Obligations; Preparation of New Indenture Obligations. Indenture Obligations delivered after any Supplemental Indenture becomes effective pursuant to this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Transportation Authority and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Holder of any Indenture Obligation Outstanding at the time of such execution and presentation of his Indenture Obligation for such purpose at the Corporate Trust Office or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Indenture Obligation. If the Supplemental Indenture shall so provide, new Indenture Obligations so modified as to conform, in the opinion of the Transportation Authority and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the Transportation Authority and authenticated by the Trustee, and upon demand of the Holders of any Indenture Obligations then Outstanding shall be exchanged at the Corporate Trust Office, without cost to any Holder, for Indenture Obligations then Outstanding, upon surrender for cancellation of such Indenture Obligations, in equal aggregate principal amounts of the same Series, tenor and maturity.

SECTION 12.04 Amendment of Particular Indenture Obligation. The provisions of this Article shall not prevent any Holder from accepting any amendment as to the particular Indenture Obligation held by him, provided that due notation thereof is made on such Indenture Obligation.

ARTICLE XIII

DEFEASANCE OF THE NOTE

SECTION 13.01 Payment of Note. The Note or a portion thereof may be paid by the Transportation Authority in any of the following ways:

- (a) by paying or causing to be paid the principal of and interest on the Loans and Lender Fees and Expenses, as and when the same become due and payable;
- (b) by irrevocably depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 13.03 hereof) to pay the Note; or
- (c) by delivering the Note to the Trustee, for cancellation by it.

If the Transportation Authority shall pay the Note and also pay or cause to be paid all other sums payable hereunder by the Transportation Authority, and the commitment of the Lender to make Loans under the Credit Agreement shall have expired or terminated, then and in that case, at the election of the Transportation Authority (evidenced by a Certificate of the Transportation Authority, filed with the Trustee, signifying the intention of the Transportation Authority to discharge all such indebtedness and this Indenture), and notwithstanding that the Note shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets

made under this Indenture and, except as provided in Section 9.06 and Section 9.07 hereof, all covenants, agreements and other obligations of the Transportation Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Transportation Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Transportation Authority to be prepared and filed with the Transportation Authority and shall execute and deliver to the Transportation Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Transportation Authority all moneys (other than those held in the Rebate Fund) or securities or other property held by it pursuant to this Indenture which, as evidenced by a verification report, upon which the Trustee may conclusively rely, from a firm of independent certified public accountants, or other firm acceptable to the Trustee, are not required for the payment of the Note not theretofore surrendered for such payment.

SECTION 13.02 Discharge of Liability on the Note. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 13.03 hereof) to pay the Note, then all liability of the Transportation Authority in respect of the Note shall cease, terminate and be completely discharged, provided that the Owner thereof shall thereafter be entitled to the payment of the principal of and interest on the Loans and the Lender Fees and Expenses, as provided in the Credit Agreement, and the Transportation Authority shall remain liable for such payment, but only out of such money or securities deposited as aforesaid for their payment, subject, however, to the provisions of Section 13.04 hereof and the continuing duties of the Trustee hereunder.

The Transportation Authority may at any time surrender to the Trustee for cancellation by it the Note previously issued and delivered, which the Transportation Authority may have acquired in any manner whatsoever, and the Note, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 13.03 Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay the Note, the money or securities so to be deposited or held may include money or securities held by the Trustee or by the Transportation Authority in the funds and accounts (other than the Rebate Fund) established pursuant to this Indenture and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of the Loans and all unpaid interest thereon to maturity and the Lender Fees and Expenses, or

(b) noncallable and non-prepayable investment securities consisting of (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, (ii) any certificates, receipts, securities or other obligations (excluding mutual funds and unit investment trusts) evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i), the principal of and interest on which when due will, in the opinion of an independent certified public accountant delivered to the Trustee (upon which

opinion the Trustee may conclusively rely), provide money sufficient to pay the principal of and all unpaid interest to maturity, on the Loans to be paid, as such principal and interest become due and Lender Fees and Expenses as such become due; provided, in each case, that the Trustee, escrow agent or other fiduciary shall have been irrevocably instructed (by the terms of this Indenture or by Request of the Transportation Authority) to apply such money to the payment of such principal and interest with respect to the Loans and Lender Fees and Expenses.

SECTION 13.04 Payment of Note After Discharge of Indenture. Any moneys held by the Trustee in trust for the payment of the Loan Debt Service and Lender Fees and Expenses and remaining unclaimed for two (2) years after the principal of the Loans has become due and payable, if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when the Loans became due and payable, shall, upon Request of the Transportation Authority, be repaid to the Transportation Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease. All moneys held by or on behalf of the Trustee for the payment of the Loan Debt Service and Lender Fees and Expenses shall be held uninvested, in trust for the account of the Owners thereof, and the Trustee shall not be required to pay Owners any interest on, or be liable to the Owners or any other person (other than the Transportation Authority) for any interest earned on, moneys so held. Any interest earned thereon (other than to the extent required to be deposited in the Rebate Fund) shall belong to the Transportation Authority and shall be deposited monthly by the Trustee into the Note Interest Fund.

ARTICLE XIV

DEFEASANCE OF SENIOR LIEN BONDS

SECTION 14.01 Discharge of Indenture. Senior Lien Bonds of any Series or a portion thereof may be paid by the Transportation Authority in any of the following ways:

- (a) by paying or causing to be paid the Bond Obligation of and interest on such Outstanding Bonds, as and when they become due and payable;
- (b) by depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 14.03) to pay or redeem such Outstanding Senior Lien Bonds; or
- (c) by delivering to the Trustee, for cancellation by it, such Outstanding Senior Lien Bonds.

If the Transportation Authority shall pay all Series for which any Senior Lien Bonds are Outstanding and also pay or cause to be paid all other sums payable hereunder by the Transportation Authority, then and in that case, at the election of the Transportation Authority (evidenced by a Certificate of the Transportation Authority, filed with the Trustee, signifying the intention of the Transportation Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, this Indenture and the pledge of Revenues and other assets made under this Indenture and all covenants, agreements and other obligations of the Transportation Authority under this Indenture shall cease,

terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Transportation Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Transportation Authority to be prepared and filed with the Transportation Authority and shall execute and deliver to the Transportation Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Transportation Authority all moneys or securities or other property held by it pursuant to this Indenture which, as evidenced by a verification report, upon which the Trustee may conclusively rely, from an independent certified public accountant, a firm of independent certified public accountants or other independent consulting firm, are not required for the payment or redemption of Senior Lien Bonds not theretofore surrendered for such payment or redemption,

SECTION 14.02 Discharge of Liability on Senior Lien Bonds. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 14.03) to pay or redeem any Outstanding Senior Lien Bond (whether upon or prior to its maturity or the redemption date of such Senior Lien Bond), provided that, if such Senior Lien Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 5.02 provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Transportation Authority in respect of such Senior Lien Bond shall cease, terminate and be completely discharged, provided that the Holder thereof shall thereafter be entitled to the payment of the principal of and premium, if any, and interest on the Senior Lien Bonds, and the Transportation Authority shall remain liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment.

If the Senior Lien Bonds being discharged are Variable Rate Indebtedness, (i) the Senior Lien Bonds shall be redeemed at the first possible redemption date or purchase date applicable to such Senior Lien Bonds and to the extent the rate of interest payable on such Senior Lien Bonds prior to such redemption or purchase date is not known, such rate of interest shall be assumed to be the maximum rate payable thereon or (ii) the Trustee shall receive a confirmation from the Rating Agency then rating the Senior Lien Bonds that the defeasance will not result in the reduction or withdrawal of the then-current ratings on the Senior Lien Bonds.

The Transportation Authority may at any time surrender to the Trustee for cancellation by it any Senior Lien Bonds previously issued and delivered, which the Transportation Authority may have acquired in any manner whatsoever, and such Senior Lien Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Notwithstanding anything in this Section 14.02 to the contrary, if the principal of or interest on a Series of Senior Lien Bonds shall be paid by a Credit Provider pursuant to the Credit Enhancement issued in connection with such Series of Senior Lien Bonds, the obligations of the Transportation Authority shall not be deemed to be satisfied or considered paid by the Transportation Authority by virtue of such payments, and the right, title and interest of the Transportation Authority herein and hereto and the obligations of the Transportation Authority hereunder shall not be discharged and shall continue to exist and to run to the benefit of such Credit Provider, and such Credit Provider shall be subrogated to the rights of the Holders of the Senior Lien Bonds of such Series.

SECTION 14.03 Deposit of Money or Securities. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust money or securities in the necessary amount to pay or redeem any Senior Lien Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to this Indenture and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Senior Lien Bonds and all unpaid interest thereon to maturity, except that, in the case of Senior Lien Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 5.02 provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or Redemption Price of such Senior Lien Bonds and all unpaid interest thereon to the redemption date; or

(b) Defeasance Securities the principal of and interest on which when due will, in the opinion of an independent certified public accountant, a firm of independent certified public accountants or other independent consulting firm delivered to the Trustee (as confirmed by a verification report upon which verification report the Trustee may conclusively rely), provide money sufficient to pay the principal or Redemption Price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Senior Lien Bonds to be paid or redeemed, as such principal or Redemption Price and interest become due, provided that, in the case of Senior Lien Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 5.02 provided or provision satisfactory to the Trustee shall have been made for the giving of such notice; provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Indenture or by Request of the Transportation Authority) to apply such money to the payment of such principal or Redemption Price and interest with respect to such Senior Lien Bonds.

SECTION 14.04 Payment of Senior Lien Bonds After Discharge of Indenture. Any moneys held by the Trustee in trust for the payment of the principal, Redemption Price, or interest on any Senior Lien Bond and remaining unclaimed for one year after such principal, Redemption Price, or interest has become due and payable (whether at maturity or upon call for redemption as provided in this Indenture), if such moneys were so held at such date, or one year after the date of deposit of such principal, Redemption Price or interest on any Senior Lien Bond if such moneys were deposited after the date when such Senior Lien Bond became due and payable, shall be repaid to the Transportation Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Transportation Authority as aforesaid, the Trustee may (at the cost of the Transportation Authority) first mail to the Holders of any Senior Lien Bonds remaining unpaid at the addresses shown on the registration books maintained by the Trustee a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Senior Lien Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Transportation Authority of the moneys held for the payment thereof. All moneys held by or on behalf of the Trustee for the payment of principal or Accreted Value of or interest or premium on Senior Lien Bonds, whether at redemption or maturity, shall be held in trust for the account of the Holders thereof and the Trustee shall not be required to pay Holders any interest on, or be liable to the Holders or any other person (other than the Transportation Authority) for interest earned on,

moneys so held. Any interest earned thereon shall belong to the Transportation Authority and shall be deposited upon receipt by the Trustee into the Sales Tax Revenue Fund.

ARTICLE XV

SUBORDINATION PROVISIONS

SECTION 15.01 Agreement to Subordinate. All Parity Debt and Subordinate Obligations shall be subordinated, to the extent and in the manner provided in this ARTICLE XV, to the prior payment in full of amounts then due and payable on the Senior Lien Debt. All Subordinate Obligations shall be subordinated, to the extent and in the manner provided in this ARTICLE XV, to the prior payment in full of amounts then due and payable on of the Parity Debt.

SECTION 15.02 Subordinated Pledge of Revenues. All Revenues are pledged, on a subordinate and junior basis to the pledge of Revenues securing Senior Lien Debt, to secure the payment of Parity Debt. All Revenues are pledged, on a subordinate and junior bases to the pledge of Revenues securing Senior Lien Debt, and to the pledge of Revenues securing Parity Debt, to secure the payment of Subordinate Obligations. In accordance with Section 7.01 and Section 7.02, Parity Debt is junior and subordinate in all respects to the Senior Lien Debt as to lien on and source and security for payment from the Revenues, and as otherwise provided in this ARTICLE XV. In accordance with Section 7.01 and Section 7.02, Subordinate Obligations are junior and subordinate in all respects to the Senior Lien Debt and Parity Debt as to lien on and source and security for payment from the Revenues, and as otherwise provided in this ARTICLE XV.

SECTION 15.03 Liquidation; Dissolution; Bankruptcy. Upon any distribution to creditors of the Transportation Authority following an Event of Default under Section 10.01(e), Section 10.01(f) or Section 10.01(g):

(a) Holders of the Senior Lien Debt shall be entitled to receive payment, pursuant to Section 10.03 hereof, in cash, of the interest on and principal or Redemption Price, if applicable, of such Senior Lien Debt then due and payable and other amounts then payable with respect thereto, then Holders of the Parity Debt shall be entitled to receive payment, pursuant to Section 10.03 hereof, in cash, of the interest on and principal or Redemption Price, if applicable, of such Parity Debt then due and payable and other amounts then payable with respect thereto, in each case before any Holder of Subordinate Obligations shall be entitled to receive any payment of interest on or principal or Redemption Price, if applicable, of such Subordinate Obligations, pursuant to Section 10.03 hereof; and

(b) until the interest and principal or Redemption Price, if applicable, of Senior Lien Debt then due and payable are paid, in cash, any distribution to which Holders of Parity Debt would be entitled but for this ARTICLE XV shall be made to the Trustee for the benefit of the Holders of the Senior Lien Debt as their interests may appear; and

(c) until the interest and principal or Redemption Price, if applicable, of Senior Lien Debt and Parity Debt then due and payable are paid in accordance with Section 10.03 hereof, in cash, any distribution to which Holders of Subordinate Obligations would be entitled but for this

ARTICLE XV shall be made to the Trustee for the benefit of the Holders of first, the Senior Lien Debt and then the Holders of Parity Debt as their interests may appear.

For purposes of this Section 15.03, a distribution may consist of cash, securities or other property, by set-off or otherwise.

SECTION 15.04 Relationship Upon Default of Senior Lien Debt, Parity Debt and Subordinate Obligations.

(a) If any Event of Default shall have occurred and be continuing, Holders of Indenture Obligations shall be entitled to payment in the priority set forth in Section 10.03.

(b) The provisions of (a) above are solely for the purpose of defining the relative rights of the Holders of the Indenture Obligations, and nothing herein shall impair, as between the Transportation Authority and the Holders of any Indenture Obligations, the obligation of the Transportation Authority, which is unconditional and absolute, to pay to the Holders of the Indenture Obligations the principal of and interest thereon then due and payable in accordance with their terms; nor shall anything therein prevent the Holders of Indenture Obligations from exercising all remedies otherwise permitted by applicable law or hereunder upon default hereunder, subject to the limitations contained in this ARTICLE XV and the rights under (a) above.

SECTION 15.05 When Distribution Must be Paid Over. In the event that the Transportation Authority or the Trustee shall make any payment to the Holder of any Parity Debt or Subordinate Obligation other than in the order of priority set forth in Section 10.03, such payment shall be held by such Holder in trust for the benefit of, and shall be paid forthwith over and delivered to, the Trustee for the benefit of the Holders of Senior Lien Debt or the Holders of Senior Lien Debt and Parity Debt (first to the Holders of Senior Lien Debt and pro rata as to each of such Holders on the basis of the principal amount then due and payable on the Senior Lien Debt held by them and second to the Holders of Parity Debt and pro rata as to each of such Holders on the basis of the principal amount then due and payable on the Parity Debt held by them), as applicable, as their respective interests may appear, for application to the payment of all amounts then due and payable under the Senior Lien Debt and the Parity Debt.

SECTION 15.06 Limitation on Exercise of Remedies. All rights and remedies of Senior Lien Debt, Parity Debt and Subordinate Obligations are subject to the provisions and limitations set forth in ARTICLE X of this Indenture.

SECTION 15.07 Subordination May Not Be Impaired by Trustee, Authority or Holder. No right of any Holder of Senior Lien Debt to enforce the subordination of the Parity Debt shall be impaired by any act or failure to act by the Trustee, the Transportation Authority or such Holder. No right of any Holder of Senior Lien Debt or Parity Debt to enforce the subordination of the Subordinate Obligations shall be impaired by any act or failure to act by the Trustee, the Transportation Authority or such Holder.

SECTION 15.08 Distribution or Notice. Whenever a distribution is to be made or a notice given to the Holders of Senior Lien Debt, Parity Debt or Subordinate Obligations pursuant to this ARTICLE XV, the distribution may be made and the notice given to the Trustee.

ARTICLE XVI

MISCELLANEOUS

SECTION 16.01 Liability of Authority Limited to Revenues. Notwithstanding anything in this Indenture or in any Indenture Obligation contained, the Transportation Authority shall not be required to advance any moneys derived from any source of income other than the Revenues and other assets pledged hereunder for any of the purposes in this Indenture mentioned, whether for the payment of the principal or Redemption Price of or interest on the Senior Lien Bonds or the Loans or for any other purpose of this Indenture. The Transportation Authority may, however, advance funds for any such purpose, provided such funds are derived from a source legally available for such purpose.

SECTION 16.02 Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Transportation Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Transportation Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 16.03 Limitation of Rights to Specified Parties. Nothing in this Indenture or any Indenture Obligation, expressed or implied, is intended or shall be construed to give to any person other than the Transportation Authority, the Trustee, the Owners of the Indenture Obligations, and any Counterparty, Liquidity Provider or Credit Provider, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Transportation Authority, the Trustee, the Owners of the Indenture Obligations, and any Counterparty, Liquidity Provider or Credit Provider.

SECTION 16.04 Lender to Act as Noteholder; Limitations on Lender's Rights. Notwithstanding anything contained herein to the contrary, the Lender shall be treated as the sole Noteholder for all provisions hereof regarding consents, approvals, directions, waivers, appointments, requests or other actions by Noteholders or any portion thereof. Further, notwithstanding anything herein to the contrary, any such provisions or any provisions regarding consents, approvals, directions, waivers, appointments, requests or other actions by Noteholders or any portion thereof or of the Lender shall be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and shall be read as if the Noteholders and/or Lender were not mentioned therein at any time when (A) there is no Loan outstanding under the Credit Agreement and (B)(1) the Lender has failed to honor a properly presented and conforming request for Advance under the Credit Agreement or (2) the Credit Agreement shall at any time for any reason cease to be valid and binding on the Lender in a final non-appealable judgment of a court of competent jurisdiction, or has terminated in accordance with its terms.

SECTION 16.05 Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person

entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16.06 Destruction or Delivery of Canceled Note. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Transportation Authority of the Senior Lien Bonds or the Note, the Trustee may, in its sole discretion, in lieu of such cancellation and delivery, destroy the applicable Senior Lien Bond or the Note, and deliver a certificate of such destruction to the Transportation Authority.

SECTION 16.07 Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Senior Lien Bonds or the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Transportation Authority hereby declares that it would have adopted this Indenture and each and every other Section, subsection, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Senior Lien Bonds and the Note pursuant thereto irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable.

SECTION 16.08 Notices. Except as otherwise provided herein, for the purposes of this Indenture each such agreement, respectively, any notice to or demand may be served or presented, and such demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class mail postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows (or in each case at such other or additional addresses as may have been filed in writing with the Trustee):

Authority: San Francisco County Transportation Authority
[Redacted]
Attention: [Redacted]
Telephone: [Redacted]
Fax: [Redacted]

Trustee: U.S. Bank National Association
[Redacted]
Attention: [Redacted]
Telephone: [Redacted]
Fax: [Redacted]

Lender: State Street Public Lending Corporation
[Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]

Attention: [REDACTED]

SECTION 16.09 Evidence of Rights of Holders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Holders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Holders by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Transportation Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of the Note shall be proved by the Note registration books held by the Trustee. The Trustee may establish a record date as of which to measure consent of the Noteowners in order to determine whether the requisite consents are received.

The ownership of the Senior Lien Bonds shall be proved by the Bond Register held by the Trustee. The Trustee may establish a record date as of which to measure consent of the Bondholders in order to determine whether the requisite consents are received.

Any request, consent, or other instrument or writing of the Owner of the Note or the Senior Lien Bonds shall bind every future Owner of the same Note or Senior Lien Bonds and the Owner of every Note or Senior Lien Bonds issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Transportation Authority in accordance therewith or reliance thereon.

SECTION 16.10 Disqualified Indenture Obligations. In determining whether the Owners of the requisite aggregate principal amount of some or all Indenture Obligations have concurred in any demand, request, direction, consent or waiver under this Indenture, any interest in the Indenture Obligations owned or held by or for the account of the Transportation Authority, or by any other obligor on the Indenture Obligations, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Transportation Authority or any other obligor on the Indenture Obligations, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Any interest in the Indenture Obligations so owned, which has been pledged in good faith, may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote its interest in the Indenture Obligations and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Transportation Authority or any other obligor on the Indenture Obligations. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 16.11 Money Held for Particular Indenture Obligation. The money held by the Trustee for the payment of the interest or principal due on any date with respect to any particular Indenture Obligation shall, on and after such date and pending such payment, be set aside on books of the Trustee and held in trust by the Trustee for the Owners of such Indenture Obligation entitled thereto, subject, however, to the provisions of Sections 13.04 and 14.04 hereof.

SECTION 16.12 Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the protection of the security of the Indenture Obligations and the rights of every Holder thereof.

SECTION 16.13 Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

SECTION 16.14 Waiver of Personal Liability. No Board member, officer, agent or employee of the Transportation Authority or the Trustee shall be individually or personally liable for the payment of any Indenture Obligation or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent or employee of the Transportation Authority or the Trustee from the performance of any official duty provided by law or by this Indenture.

SECTION 16.15 Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

SECTION 16.16 Business Day. Except as specifically set forth in a Supplemental Indenture, any payments or transfers, which would otherwise become due on any day which is not a Business Day shall become due or shall be made on the next succeeding Business Day with the same effect as if made on such prior date; provided that with respect to the Note, interest shall accrue as provided in the Credit Agreement.

SECTION 16.17 Effective Date of Indenture. This Indenture shall take effect upon its execution and delivery.

SECTION 16.18 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

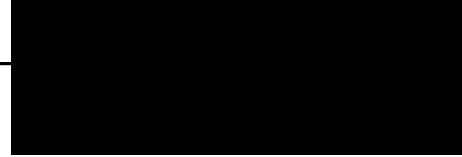
SECTION 16.19 Complete Agreement. This Indenture amends and restates, supersedes and replaces in all respects the Original Indenture.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Indenture by their officers thereunto duly authorized as of the day and year first written above.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____



U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____



EXHIBIT A

Form of Requisition — Note Construction Fund

REQUISITION NO. __

The undersigned, _____, hereby certifies as follows:

1. I am the _____ of the San Francisco County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

2. Pursuant to the provisions of that certain Third Amended and Restated Indenture, dated as of November 1, 2017 (the “Indenture”), between the Transportation Authority and U.S. Bank National Association, as trustee (the “Trustee”), I am an Authorized Representative (as such term is defined in the Indenture) of the Transportation Authority and I am delivering this Requisition on behalf of the Transportation Authority.

3. The undersigned, acting on behalf of the Transportation Authority, does hereby authorize disbursement of funds from the Note Construction Fund (the “Construction Fund”) created pursuant to Section 8.02 of the Indenture in connection with the payment of the costs of the Project (as such term is defined in the Indenture) being financed with the proceeds of the applicable Advance (as such term is defined in the Indenture).

TOTAL DISBURSEMENT AMOUNT AUTHORIZED: \$_____

4. The undersigned, acting on behalf of the Transportation Authority, hereby certifies that: (a) the costs of the Project or interest on the Note in the amount set forth herein have been incurred by the Transportation Authority and are presently due and payable; and (b) that each item is a proper charge against the Construction Fund and has not been previously paid from the Construction Fund.

5. The undersigned, acting on behalf of the Transportation Authority, hereby certifies that there has not been filed with or served upon the Transportation Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the parties identified on Exhibit A to this Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by mere operation of law.

Dated: _____

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Authorized Representative

EXHIBIT A

Construction Fund

Party To Be Paid	Payment Amount	Nature of Expenditure	Payment Instructions
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\$ _____

EXHIBIT B

Form of Requisition — Note Costs of Issuance Account

REQUISITION NO. __

The undersigned, _____, hereby certifies as follows:

1. I am the _____, of the San Francisco County Transportation Authority, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

2. Pursuant to the provisions of that certain Third Amended and Restated Indenture, dated as of November 1, 2017 (the “Indenture”), between the Transportation Authority and U.S. Bank National Association, as trustee (the “Trustee”), I am an Authorized Representative (as such term is defined in the Indenture) of the Transportation Authority and I am delivering this Requisition on behalf of the Transportation Authority.

3. The undersigned hereby authorizes payment of the amounts specified in Exhibit A hereto to the persons identified in Exhibit A, such amounts to be paid from the Note Costs of Issuance Account (the “Costs of Issuance Account”) established pursuant to Section 8.02 of the Indenture.

4. The undersigned hereby certifies that: (i) obligations in the amounts stated in Exhibit A have been incurred by the Transportation Authority and are presently due and payable; (ii) each item is a proper charge against the Costs of Issuance Account; and (iii) each item has not been previously paid from said Costs of Issuance Account.

Dated: _____.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Authorized Representative