
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)

Table of Contents

	Page
ARTICLE I DEFINITIONS; EQUALITY OF SECURITY; CONTENT OF CERTIFICATES AND OPINIONS	2
Section 1.01 Definitions.....	2
Section 1.02 Equality of Security	23
Section 1.03 Content of Certificates and Opinions.....	23
ARTICLE II THE NOTE.....	24
Section 2.01 Form of Note.....	24
Section 2.02 Execution of Note	24
Section 2.03 Authentication of the Note.....	24
Section 2.04 Transfer of the Note	24
Section 2.05 Registration of the Note	25
Section 2.06 Note Mutilated, Lost, Destroyed or Stolen	25
ARTICLE III SENIOR LIEN BONDS.....	25
Section 3.01 Authorization of Senior Lien Bonds.....	25
Section 3.02 Terms of the Senior Lien Bonds	25
Section 3.03 Form of Senior Lien Bonds.....	26
Section 3.04 Execution and Authentication of Senior Lien Bonds	26
Section 3.05 Transfer of Senior Lien Bonds.....	27
Section 3.06 Exchange of Senior Lien Bonds	27
Section 3.07 Bond Register for Senior Lien Bonds.....	27
Section 3.08 Temporary Senior Lien Bonds.....	27
Section 3.09 Senior Lien Bonds Mutilated; Lost; Destroyed or Stolen.....	28
Section 3.10 Use of Securities Depository	28
ARTICLE IV ISSUANCE OF SENIOR LIEN DEBT.....	30
Section 4.01 Issuance of Senior Lien Bonds	30
Section 4.02 Issuance of Additional Senior Lien Bonds	30
Section 4.03 Proceedings for Issuance of Additional Senior Lien Bonds	31
Section 4.04 Issuance of Refunding Senior Lien Bonds.....	31
Section 4.05 Issuance of Senior Lien Obligations	33
Section 4.06 Application of Proceeds.....	33
Section 4.07 Credit Enhancement; Liquidity Facility.....	33
ARTICLE V REDEMPTION, TENDER AND PURCHASE OF SENIOR LIEN BONDS	34
Section 5.01 Terms of Redemption, Tender and Purchase.....	34
Section 5.02 Notice of Redemption	34
Section 5.03 Partial Redemption of Senior Lien Bonds	34
Section 5.04 Effect of Redemption.....	34
ARTICLE VI SENIOR LIEN OBLIGATIONS, PARITY DEBT AND SUBORDINATE OBLIGATIONS.....	35
ARTICLE VII REVENUES	35
Section 7.01 Pledge of Sales Tax Revenues; Sales Tax Revenue Fund	35

Table of Contents (continued)

	Page
Section 7.02	Allocation of Revenues..... 36
Section 7.03	Application of Note Interest Fund 38
Section 7.04	Application of Note Principal Fund..... 39
Section 7.05	Establishment and Application of Senior Lien Debt Service Fund 39
Section 7.06	Establishment and Application of Subordinate Obligations Fund 40
Section 7.07	Payment Provisions Applicable to Interest Rate Swap Agreements 40
Section 7.08	Investment by the Authority 41
Section 7.09	Investment by the Trustee..... 41
ARTICLE VIII OTHER FUNDS AND ACCOUNTS 42	
Section 8.01	Application of Note Construction Fund..... 42
Section 8.02	Application of Note Costs of Issuance Account 43
Section 8.03	Establishment and Application of Senior Lien Bonds Project Fund 43
Section 8.04	Establishment and Application of Senior Lien Bonds Costs of Issuance Fund 43
Section 8.05	Establishment and Application of Senior Lien Reserve Funds 44
Section 8.06	Additional Funds and Accounts..... 44
ARTICLE IX COVENANTS OF THE AUTHORITY 44	
Section 9.01	Punctual Payment..... 44
Section 9.02	Collection of Sales Tax Revenues 44
Section 9.03	Maintenance of Powers..... 45
Section 9.04	No Adverse Action 45
Section 9.05	Waiver of Laws..... 46
Section 9.06	Note Rebate Fund 46
Section 9.07	Tax Covenants Relating to the Note 47
Section 9.08	Tax Covenants Relating to Tax-Exempt Senior Lien Bonds..... 47
Section 9.09	Additional Advances..... 47
Section 9.10	Further Assurances..... 48
Section 9.11	Compliance with Ordinance 48
ARTICLE X EVENTS OF DEFAULT AND REMEDIES 48	
Section 10.01	Senior Lien Events of Default..... 48
Section 10.02	Parity Debt Events of Default 49
Section 10.03	Application of the Revenues and Other Funds After Default..... 49
Section 10.04	Trustee to Represent Holders..... 51
Section 10.05	Direction of Proceedings..... 51
Section 10.06	Limitation on Right to Sue..... 52
Section 10.07	Absolute Obligation of the Authority 52
Section 10.08	Termination of Proceedings 53
Section 10.09	Remedies Not Exclusive..... 53
Section 10.10	No Waiver of Default..... 53

Table of Contents (continued)

	Page
ARTICLE XI THE TRUSTEE	53
Section 11.01 Appointment: Duties, Immunities and Liabilities of Trustee	53
Section 11.02 Merger or Consolidation	55
Section 11.03 Liability of Trustee	55
Section 11.04 Right of Trustee to Rely on Documents	57
Section 11.05 Compensation and Indemnification of Trustee	58
ARTICLE XII MODIFICATION OR AMENDMENT OF THIS INDENTURE	58
Section 12.01 Amendments Permitted	58
Section 12.02 Effect of Supplemental Indenture	61
Section 12.03 Endorsement of Indenture Obligations; Preparation of New Indenture Obligations	61
Section 12.04 Amendment of Particular Indenture Obligation	61
ARTICLE XIII DEFEASANCE OF THE NOTE	61
Section 13.01 Payment of Note	61
Section 13.02 Discharge of Liability on the Note	62
Section 13.03 Deposit of Money or Securities with Trustee	62
Section 13.04 Payment of Note After Discharge of Indenture	63
ARTICLE XIV DEFEASANCE OF SENIOR LIEN BONDS	63
Section 14.01 Discharge of Indenture	63
Section 14.02 Discharge of Liability on Senior Lien Bonds	64
Section 14.03 Deposit of Money or Securities	65
Section 14.04 Payment of Senior Lien Bonds After Discharge of Indenture	65
ARTICLE XV SUBORDINATION PROVISIONS	66
Section 15.01 Agreement to Subordinate	66
Section 15.02 Subordinated Pledge of Revenues	66
Section 15.03 Liquidation; Dissolution; Bankruptcy	66
Section 15.04 Relationship Upon Default of Senior Lien Debt, Parity Debt and Subordinate Obligations	67
Section 15.05 When Distribution Must be Paid Over	67
Section 15.06 Limitation on Exercise of Remedies	68
Section 15.07 Subordination May Not Be Impaired by Trustee, Authority or Holder	68
Section 15.08 Distribution or Notice	68
ARTICLE XVI MISCELLANEOUS	68
Section 16.01 Liability of Authority Limited to Revenues	68
Section 16.02 Successor Is Deemed Included in All References to Predecessor	68
Section 16.03 Limitation of Rights to Specified Parties	68
Section 16.04 Lender to Act as Noteholder; Limitations on Lender's Rights	68
Section 16.05 Waiver of Notice	69
Section 16.06 Destruction or Delivery of Canceled Note	69

Table of Contents (continued)

	Page
Section 16.07	Severability of Invalid Provisions..... 69
Section 16.08	Notices 69
Section 16.09	Evidence of Rights of Holders..... 70
Section 16.10	Disqualified Indenture Obligations..... 70
Section 16.11	Money Held for Particular Indenture Obligation..... 71
Section 16.12	Funds and Accounts..... 71
Section 16.13	Article and Section Headings and References 71
Section 16.14	Waiver of Personal Liability..... 71
Section 16.15	Governing Law 71
Section 16.16	Business Day..... 72
Section 16.17	Effective Date of Indenture..... 72
Section 16.18	Execution in Counterparts..... 72
Section 16.19	Complete Agreement 72

DRAFT

TABLE OF CONTENTS

Page

List of Exhibits:

Exhibit A	Form of Requisition — Note Construction Fund
Exhibit B	Form of Requisition — Note Costs of Issuance Account

DRAFT

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 “**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 Authority and the Trustee (the “**Original Indenture**”).

WITNESSETH:

WHEREAS, the 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 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 existing level of one-half of one percent (1/2%) (the “**Sales Tax**”), continue in effect the Authority as the independent agency to administer the Sales Tax and oversee implementation of the Projects and authorize the 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 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 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 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 Authority; and

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

WHEREAS, the 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 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 is irrevocably pledged to payment of 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 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 is irrevocably pledged to payment of 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 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 principles and 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 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 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 Authority, based on a fixed interest rate equal to the rate at which the 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.

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

“**Authorized Representative**” means the Executive Director of the Authority, its Chief Deputy Director, or any other person designated by the Executive Director of the Authority and who has been identified in a Certificate of the Authority delivered to the Trustee, and whose

signature has likewise been certified to the Trustee. If a designation by the Executive Director of the Authority applies with respect to the Note, a copy of such Certificate of the 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 Authority.

“BOE” means the State Board of Equalization of the State of California, or any State agency or department (including the California Department of Tax and Fee Administration) that succeeds to, and is vested with, its duties, powers and responsibilities with respect to the collection of sales taxes on behalf of the Authority and deposit with the Sales Tax Revenues with the Trustee pursuant to the BOE Contract.

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

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

“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.

“Certificate, Statement, Request, Requisition and/or Order of the Authority” mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the

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 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 One California Street, Suite 1000, San Francisco, California 94111, Attention: Global Corporate Trust Services, or such other or additional offices as may be designated in writing by the Trustee to the Authority.

“Costs,” when used with respect to a Project or Projects (or portion of a Project or Projects) shall mean all costs of construction or acquisition 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 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 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 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.

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

“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. [to be updated as appropriate]

“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 Authority determines (in a Certificate of the Authority) that the Authority intends to pay with moneys that are not Revenues but from future debt obligations of the Authority, grants from the State or federal government, or any agency or instrumentality thereof, or any other source of funds of the Authority, upon which determination of the Authority the Trustee may conclusively rely. No such determination shall affect the security for such Senior Lien Debt or the obligation of the 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 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.

“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 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 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.

“Indenture” means this Third Amended and Restated Indenture, between the 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 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 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 Authority’s investment policy: [to be further updated]

(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 (xi) 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 (xi) of this definition of Investment Securities; provided that as used in this clause (xii) investments will be deemed to satisfy the requirements of clause (xi) if they meet the requirements set forth in clause (xi) ending with the words “clauses (i), (ii), (iii) or (iv) above” and without regard to the remainder of such clause (xi)];

(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 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 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 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 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 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.

“One Month USD LIBOR Rate” means the rate for deposits in U.S. dollars for a one-month maturity that appears on Reuters Screen, LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be nominated by the ICE Benchmark Administration for the purpose of displaying London interbank offered rates for U.S. dollar deposits) as of 11:00 a.m., London time, on the date of determination of such rate, except that, if such rate does not appear on such page on such date, the One Month USD LIBOR Rate means a rate determined on the basis of the rates at which deposits in U.S. dollars for a one-month maturity and in a principal amount of at least U.S. \$1,000,000 are offered at approximately 11:00 a.m., London time, on such date, to prime banks in the London interbank market by three major banks in the London interbank market (herein referred to as the “Reference Banks”) selected by the Trustee (provided, however, that the Trustee may appoint an agent to identify such Reference Banks). The Trustee or its agent is to request the principal London office of each of such Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the One Month USD LIBOR Rate will be the arithmetic mean of such quotations. If fewer than two quotations are provided, the One Month USD LIBOR Rate will be the arithmetic mean of the rates quoted by three (if three quotations are not provided, two or one, as applicable) major banks in New York City, selected by the Trustee or its agent, at approximately 11:00 a.m., New York City time, on such date for loans in U.S. dollars to leading European banks in a principal amount of at least U.S. \$1,000,000 having a one-month maturity. If none of the banks in New York City selected by the Trustee or its agent is then quoting rates for such loans, then the One Month USD LIBOR Rate for the ensuing interest period will mean the One Month USD LIBOR Rate most recently in effect.

“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 Authority and the Trustee.

“Order” – see “Certificate, Statement, Request, Requisition and Order of the 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 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 Authority and the pledge of Sales Tax Revenues and all covenants, agreements and other obligations of the 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.

“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 Authority for the term of such Senior Lien Bonds or Senior Lien Obligations.

“Parity Debt” means all indebtedness or other obligations of the Authority for borrowed money, any interest rate swap agreement and any other obligation of the 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, as of the first day of any calendar month, the amount by which the Aggregate Accrued Parity Interest or the Aggregate Accrued Parity Principal, as the case may be, exceeds the amount on deposit in the Parity Debt Interest Fund or the Parity Debt Principal Fund.

“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 of Revenues deposited into the Note Interest Fund, the Note Principal Fund, the Parity Debt Interest Fund or the Parity Debt Principal Fund, as the case may be, in excess of the corresponding amount of Aggregate Accrued Parity Interest or Aggregate Accrued Parity Principal.

“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 and the interest on which is excluded or expected to be excluded from gross income for federal income tax purposes, 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) 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 and the interest on which is included or expected to be included in gross income for federal income tax purposes, the interest rate on such Obligations shall be calculated at an interest rate equal to 100% of the average One Month USD LIBOR Rate during the five years preceding such date of calculation or such higher rate as shall be specified in a Certificate of the Authority in connection with the issuance of an additional Series of Senior Lien Bonds or Senior Lien Obligations;

(E) 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 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 Authority under such Interest Rate Swap Agreement, less (iii) amounts receivable by the 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 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;

(F) 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 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 Authority, or, if not based on an identifiable index, then the SIFMA Swap Index, in each case, over the five years preceding the date of calculation or such higher rate as shall be specified in a Certificate of the Authority in connection with the issuance of an additional Series of Senior Lien Bonds or Senior Lien Obligations;

(G) 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 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;

(H) 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;

(I) 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

(J) 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 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 Authority” above.

“Requisition” – see “Certificate, Statement, Request, Requisition and/or Order of the 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 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%).

“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 BOE on behalf of the 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 BOE.

“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 Authority may designate in a Request of the 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 8.05 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 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 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, as of the first day of any calendar month, the amount by which the Aggregate Accrued Senior Lien Interest or Aggregate Accrued Senior Lien Principal, as the case may be, exceeds the amount on deposit in the Senior Lien Interest Account or the Senior Lien Principal Account.

“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 of Revenues deposited into the Senior Lien Interest Account or the Senior Lien Principal Account, as the case may be, in excess of the corresponding amount of Aggregate Accrued Senior Lien Interest or Aggregate Accrued Senior Lien Principal.

“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 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 [___], 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, dated as of [November] 1, 2017.

“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.

“State” means the State of California.

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

“Subordinate Obligations” means any obligations of the 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 any supplement to this Indenture hereafter duly authorized, executed and delivered by the 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 termination payments) owed or paid to the 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 Authority to such Counterparty under such Interest Rate Swap Agreement.

“Swap Termination Payments” means the aggregate amount payable to the Counterparty by the 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 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 Debt] 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.

“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 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 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 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 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 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 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 Authority or opinion made or given by an Authorized Representative of the 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 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 Authority) upon a certificate or opinion of or representation by an officer of the 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 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 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 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 Authority before the Note so signed or countersigned shall have been authenticated or delivered by the Trustee or issued by the Authority, the Note may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and countersigned the same had continued to be such officers of the 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 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 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 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 Authority and the Trustee and, if such evidence be satisfactory to the Authority and the Trustee and indemnity satisfactory to the Authority and the Trustee shall be given, the 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 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 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 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 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 Authority before the Senior Lien Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the 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 Authority as though those who signed and attested the same had continued to be such officers of the Authority, and also any Senior Lien Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of execution of such Senior Lien Bond shall be the proper officers of the Authority although at the nominal date of such Senior Lien Bond any such person shall not have been such officer of the 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 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 Bondholder 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 Bondholder 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 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 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 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 Authority issues temporary Senior Lien Bonds the 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 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 Authority. If any Senior Lien Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Authority and to the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to both shall be given, the 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 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 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 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 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 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 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 Authority that it is in the best interests of the 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 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 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 Authority to the Trustee, new Senior Lien Bonds of each Series then Outstanding shall be authorized and prepared by the 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 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 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 Authority, and the 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 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 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 Authority shall determine to issue a Series of Senior Lien Bonds hereunder, the 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 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 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 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 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.
- (b) The aggregate principal amount of the additional Senior Lien Bonds being issued hereunder shall not cause the Authority to exceed any limitation imposed by the Ordinance or any other law or by any Supplemental Indenture. The Authority shall file with the Trustee a Certificate of the Authority certifying that 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.
- (c) The 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 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 1.5 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.

(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.

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 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 Authority.

(b) A Certificate of the Authority certifying: (i) that no Event of Default has occurred and is then continuing; (ii) that the requirements specified in Section 4.02(b) are satisfied; and (iii) if applicable, that the conditions set forth in Section 4.02(d) have been met.

(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 Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

SECTION 4.04 Issuance of Refunding Senior Lien Bonds.

(a) Refunding Senior Lien Bonds may be authorized and issued by the 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 Bonds Outstanding and all Senior Lien Obligations 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 Bonds Outstanding and all Senior Lien Obligations 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 Bonds or outstanding Senior Lien Obligations to be refunded;

(2) all expenses incident to the calling, retiring or paying of such Outstanding Senior Lien Bonds or outstanding Senior Lien Obligations 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 Bonds or outstanding Senior Lien Obligations to be refunded to the date such Senior Lien Bonds or Senior Lien Obligations 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 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 Authority.

(2) A Certificate of the Authority certifying that the requirements of Section 4.02(a), Section 4.02(b) and Section 4.04(a) hereof are satisfied.

(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 the portion of the Senior Lien Bonds or Senior Lien Obligations to be redeemed, or proof that such notice has been given by the Authority; provided, however, that in lieu of such instructions or waiver or proof of notice of redemption, the Authority may cause to be deposited with the Trustee all of the Senior Lien Bonds and Senior Lien Obligations proposed to be redeemed (whether canceled or uncanceled) with irrevocable instructions to the Trustee to cancel said Senior Lien Bonds or Senior Lien Obligations 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) 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 Authority and authenticated and delivered by the Trustee, will be valid and binding obligations of the Authority.

(5) The proceeds of the sale of the Refunding Senior Lien Bonds shall be applied by the Trustee according to the Order of the 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 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 Authority for any lawful purpose;

(b) No Event of Default shall have occurred and then be continuing, as evidenced by the delivery of a Certificate of the Authority to that effect, which Certificate of the Authority shall be filed with the Trustee;

(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 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 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 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 Authority shall execute (but need not prepare) and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the 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 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 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 Authority shall not issue any Debt 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 Authority shall not issue any Debt 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 first lien on and security interest in such collateral which shall immediately attach to the collateral and be effective, binding and enforceable against the 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 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 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 and except with respect to the Note, the Note Construction 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) All Senior Lien Bonds and Senior Lien Obligations shall be of equal rank without preference, priority or distinction of any Senior Lien Bonds and Parity Debt over any other Senior Lien Bonds and Parity Debt. 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. [Subordinate Obligations shall be ranked in the priority provided in the documents pursuant to which such Subordinate Obligations were issued.] 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 or the Note is Outstanding or any Senior Lien Obligations, other Parity Debt or Subordinate Obligations remains unpaid, the 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 Authority and may be used for any lawful purpose of the Authority as provided in Section 7.06 hereof.

SECTION 7.02 Allocation of Revenues

(a) So long as there are any Senior Lien Bonds Outstanding or any Senior Lien Obligations, Parity Debt or Subordinate Obligations remain unpaid, [in each month on the day following] the receipt of the Sales Tax Revenues as provided in Section [___], 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 current calendar month less any Senior Lien Excess Deposit made to the Senior Lien Interest Account with respect to the last preceding calendar month plus any Senior Lien Deficiency with respect to the Senior Lien Interest Account existing on the first day of such calendar month 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 current calendar month less any Senior

Lien Excess Deposit made to the Senior Lien Principal Account with respect to the last preceding calendar month plus any Accrued Senior Lien Premium and any Senior Lien Deficiency with respect to the Senior Lien Principal Account existing on the first day of such calendar month 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 current calendar month less any Parity Debt Excess Deposit made to the Note Interest Fund and any Parity Debt Interest Fund(s) with respect to the last preceding calendar month plus any Parity Debt Deficiency with respect to the Note Interest Fund and any Parity Debt Interest Fund(s) existing on the first day of such calendar month 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, 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 current calendar month less any Parity Debt Excess Deposit made to the Note Principal Fund and any Parity Debt Principal Fund(s) with respect to the last preceding calendar month plus any Accrued Parity Premium and any Parity Debt Deficiency with respect to the Note Principal Fund and any Parity Debt Principal Fund(s) existing on the first day of such calendar month 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, 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 Authority for all lawful Authority purposes and the Trustee shall, to the full extent practicable, transfer the remaining Sales Tax Revenues to the 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 all Senior Lien Obligations, the Note and all Parity Debt are no longer outstanding.

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 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 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 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 Authority in writing of the amount of such insufficiency by fax, receipt of which fax or e-mail by the 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 Authority and may be used for any lawful purpose of the 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 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 7.04 by the close of business on the last Business Day of any month, the Trustee shall promptly notify the Authority in writing of the amount of such insufficiency by fax or e-mail, receipt of which fax or e-mail by the 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 Authority to the Trustee to deposit such amounts into a specific Fund or Account. All Swap Revenues received by the Authority with respect to Interest Rate Swap Agreements that are Senior Lien Obligations shall be transferred by the Authority to the Trustee and deposited in the Senior Lien Interest Account. 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.

(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 [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 Authority, such written direction to be provided by the 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 Authority shall enter into an Interest Rate Swap Agreement in connection with a Series of Senior Lien Bonds, the amounts received by the Authority, if any, pursuant to such Interest Rate Swap Agreement shall also be applied to the deposits required hereunder. If the 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 Authority so designates in a Certificate of the 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 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 [____], 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 Authority. [All moneys in any of the funds or accounts established and held by the Authority pursuant to this Indenture shall be invested by the Authority in Investment Securities or in any other investments permitted for the investment of funds of the 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 Authority, solely in Investment Securities. All Investment Securities shall, as directed by the 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 Authority and not inconsistent with the duties of the Trustee hereunder, as determined solely by the Authority. If and to the extent the Trustee does not receive investment instructions from the 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 (xii)] of the definition thereof, and the Trustee shall thereupon promptly request written investment instructions from the 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 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 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 Authority may, and the Trustee shall, upon the Request of the 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 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 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 Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations for securities transactions as they occur, the 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 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 Authority for such costs). Such Requisition of the 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 Authority. When the 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 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 Authority of a Requisition of the Authority. Such Requisition of the 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 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 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 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 Authority may direct the Trustee to establish, maintain and hold in trust additional Funds, Accounts and Subaccounts for such purposes as the 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 AUTHORITY

SECTION 9.01 Punctual Payment. The 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 Authority agrees that time is of the essence of this Indenture, provided that the 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 Authority may specifically provide for such purpose and no Holder shall have any right to force payment from any other funds of the Authority.

SECTION 9.02 Collection of Sales Tax Revenues.

(a) The 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 Authority covenants and agrees that so long as Indenture Obligations remain Outstanding or unpaid, [it shall not take any steps to cause] the Ordinance to be amended, modified or altered so long as Indenture Obligations remain Outstanding in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues. The 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 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 or remains unpaid 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 or unpaid. 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 Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Authority by the BOE.

(b) Sales Tax Revenues received by the Trustee shall be transmitted to the 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 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 Authority covenants that so long as any Indenture Obligations remain Outstanding or unpaid, 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 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 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 Authority shall be unconditionally and irrevocably obligated,

so long as any Indenture Obligations are Outstanding or unpaid, to take all lawful action necessary or required to continue to entitle the 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 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 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 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 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 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 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 Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the 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 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 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 Authority in accordance with a Request of the 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 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 Authority shall comply with all requirements and covenants contained in the Note Tax Certificate. In the event that at any time the 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 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 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 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 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 Authority shall comply with all requirements and covenants contained in the Senior Lien Bonds Tax Certificates.

SECTION 9.09 Additional Advances. The Authority will not request any Additional Advance under the Credit Agreement unless the following conditions are satisfied:

(a) The Board of Commissioners of the 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 Authority enforceable in accordance with its terms.

SECTION 9.10 Further Assurances. The 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 Authority under and pursuant to this Indenture.

SECTION 9.11 Compliance with Ordinance. The 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 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) or Section 10.01(b) 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 Authority by the Trustee; except that, if such failure can be remedied but not within such sixty (60) day period and if the 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 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 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 Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the

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 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 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; and

(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, if the amount available shall not be sufficient to pay in full the Note, then to the payment thereof ratably, according to the amounts of Lender Fees and Expenses due or to become due to the persons entitled thereto, without any discrimination or preference; 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 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 similar future obligations]. 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 and a majority in aggregate principal amount of the Parity Debt then unpaid (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 unpaid), 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 together with the majority in aggregate principal amount of the Parity Debt then unpaid 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 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 and Parity Debt 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 with respect to 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 and the Holders of a majority in aggregate principal amount of the Parity Debt then unpaid 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 unpaid 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 or unpaid, subject to the provisions of this Indenture.

SECTION 10.07 Absolute Obligation of the 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 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 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 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 Authority may, with the consent of the Lender, remove the Trustee at any time with the consent of the Lender unless an Event of Default shall have occurred and then be

continuing; the 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 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 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 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 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 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 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 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 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 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 Authority, own, accept or negotiate any drafts, bills of exchange, acceptances or obligations of the Authority and make disbursements for the 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 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 Authority of the terms, conditions, covenants or agreements set forth in ARTICLE IX hereof, other than the covenants of the 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 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 Authority, personally or by agent or attorney.

(i) The Trustee shall not be responsible for:

(1) the application or handling by the Authority of any moneys transferred to the Authority, pursuant to Request of the Authority or otherwise, in accordance with the terms and conditions hereof;

(2) the application and handling by the Authority of any fund or account designated to be held by the Authority hereunder;

(3) any error or omission by the 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 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 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 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 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 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 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 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 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 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 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 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 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 unpaid 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 Senior Lien Bonds of any particular maturity remain Outstanding or any particular Parity Debt remains unpaid, the consent of the Holders of such Senior Lien Bonds or Parity Debt shall not be required and such

Senior Lien Bonds shall not be deemed to be Outstanding and such Parity Debt shall not be deemed to be unpaid for the purpose of any calculation of Senior Lien Bonds Outstanding or Parity Debt unpaid 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 or unpaid. 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 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-unpaid Parity Debt shall be deemed to affect the Holders of Senior Lien Bonds.

(b) This Indenture and the rights and obligations of the 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 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 and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the 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 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 Authority may

deem necessary or desirable, and which shall not materially and adversely affect the interests of the Holders of the Indenture Obligations;

(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 Indenture Obligations;

(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 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 Indenture Obligations.

For the avoidance of doubt, the issuance of any Indenture Obligation that does not violate 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.

Any Supplemental Indenture entered into pursuant to this Section 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 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 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 Authority and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the 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 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 Authority shall pay the Note and also pay or cause to be paid all other sums payable hereunder by the 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 Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the 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 Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the 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 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 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 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 Authority may at any time surrender to the Trustee for cancellation by it the Note previously issued and delivered, which the 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 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 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 Authority, be repaid to the 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 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 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 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 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 Authority, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the 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 Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon Request of the Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the 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 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 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 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 Authority may at any time surrender to the Trustee for cancellation by it any Senior Lien Bonds previously issued and delivered, which the 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 Authority shall not be deemed to be satisfied or considered paid by the Authority by virtue of such payments, and the right, title and interest of the Authority herein and hereto and the obligations of the 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 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 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 Authority as aforesaid, the Trustee may (at the cost of the 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 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 Authority) for interest earned on, moneys so held. Any interest earned thereon shall belong to the 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 [___], 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 [___], 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 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 Authority and the Holders of any Indenture Obligations, the obligation of the 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 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 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 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 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 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 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 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 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 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 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 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 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 1455 Market Street, Floor 22 San Francisco, California 94103 Attention: Deputy Director for Finance & Administration Telephone: (415) 522-4800 Fax: (415) 522-4829
------------	---

Trustee: U.S. Bank National Association
One California Street, Suite 1000
San Francisco, California 94111
Attention: Global Corporate Trust Services
Telephone: (415) 677-3593
Fax: (415) 677-3769

Lender: State Street Public Lending Corporation
One Lincoln Street, 5th Floor
Boston, Massachusetts 02111
Telephone: (617) 664-3196
Facsimile: (617) 946-0188
Attention: Mimi Li

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 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 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 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 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 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 [____] 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 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 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)

DRAFT

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: _____
Tilly Chang
Executive Director

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

DRAFT

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 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 Authority and I am delivering this Requisition on behalf of the Authority.

3. The undersigned, acting on behalf of the 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 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 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 Authority, hereby certifies that there has not been filed with or served upon the 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
---------------------	-------------------	-----------------------	----------------------

\$ _____

DRAFT

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 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 Authority and I am delivering this Requisition on behalf of the 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 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