NEW ISSUE—BOOK-ENTRY ONLY **RATINGS: See "RATINGS"**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2021 Series A Bonds, 2021 Series B Bonds, and 2021 Series C Bonds (together, the "2021 Tax-Exempt Bonds") is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the 2021 Tax-Exempt Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel observes that interest on the 2021 Series F-1 Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the 2021 Series Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other federal or state tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the 2021 Series Bonds. See "TAX MATTERS."

$710,890,000
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA
TOLL BRIDGE REVENUE BONDS

$204,835,000	$56,850,000	$100,000,000	$349,205,000
2021 Series A	**2021 Series B**	**2021 Series C**	**2021 Series F-1**
(Term Rate)	**(Index Rate)**	**(Index Rate)**	**(Federally Taxable Fixed Rate)**

Dated: Date of Delivery **Due: As shown in SUMMARY OF OFFERING**

This cover page contains general information only. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bay Area Toll Authority (the "Authority") will issue its San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series A (Term Rate), 2021 Series B (Index Rate) and 2021 Series C (Index Rate) (collectively the "2021 Variable Rate Bonds"), and 2021 Series F-1 (Federally Taxable Fixed Rate) (the "2021 Series F-1 Bonds" and, together with the 2021 Variable Rate Bonds, the "2021 Series Bonds") pursuant to the Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the Thirtieth Supplemental Indenture, dated as of March 1, 2021, and the Thirty-First Supplemental Indenture, dated as of March 1, 2021 (collectively, the "Senior Indenture"), between the Authority and MUFG Union Bank, N.A., and any successor thereof as described herein, as trustee (the "Senior Indenture Trustee"). The 2021 Series Bonds will be dated their date of delivery. The principal amounts, interest rates or interest determination methods, maturity dates, and other information relating to each series of the 2021 Series Bonds are summarized in the SUMMARY OF OFFERING following this cover page. Investors may purchase the 2021 Series Bonds in book-entry form only. The Depository Trust Company ("DTC") will act as securities depository for the 2021 Series Bonds.

The Authority administers the toll revenues from the seven state-owned toll bridges in the San Francisco Bay Area. The Authority will use the proceeds from the sale of the 2021 Series Bonds, together with other available funds, to refund all of its outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2014 Series E (Variable Rate Bonds), 2014 Series H (Variable Rate Bonds), and 2017 Series D (Variable Rate Bonds) and a portion of its outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2012 Series F-1 and 2017 Series F-1.

The 2021 Series Bonds are subject to optional redemption by the Authority prior to maturity as described in this Official Statement. The 2021 Variable Rate Bonds are also subject to mandatory sinking fund redemption by the Authority prior to maturity as described in this Official Statement.

The 2021 Variable Rate Bonds are subject to mandatory tender and remarketing on and prior to the Purchase Date following the end of the applicable Term Rate Period or Index Rate Period as described herein. The Authority expects funds from such remarketing to be applied to pay the purchase price of the 2021 Variable Rate Bonds upon mandatory tender. The Authority is not obligated to provide any other funds for the purchase of the 2021 Variable Rate Bonds other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to purchase the 2021 Variable Rate Bonds upon mandatory tender. If there are insufficient funds to purchase any Series of 2021 Variable Rate Bonds at the end of any Term Rate Period or Index Rate Period, the owners will retain such 2021 Variable Rate Bonds which will then bear interest at the Stepped Rate (as described herein). See the SUMMARY OF OFFERING and "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Insufficient Funds; Stepped Rate."

No letter of credit or other credit or liquidity facility will be in effect for the 2021 Variable Rate Bonds during the applicable Term Rate Period or Index Rate Period. No letter of credit or other credit or liquidity facility will be in effect with respect to the 2021 Series F-1 Bonds.

The Authority is not obligated to pay any 2021 Series Bonds except from Revenue as defined and provided in the Senior Indenture. The 2021 Series Bonds are special obligations of the Authority and do not constitute an obligation of the State of California (the "State"), the Metropolitan Transportation Commission or of any other political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any other political subdivision of the State or of any other entity, including the Authority.

The 2021 Series Bonds are offered when, as and if issued by the Authority and received by the Underwriters, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, and other conditions. Certain legal matters will be passed upon for the Authority by its general counsel, and by Kutak Rock LLP, as Disclosure Counsel to the Authority, and for the Underwriters by their counsel, Nixon Peabody LLP. The Authority expects that the 2021 Series Bonds will be available for delivery through DTC on or about March 17, 2021.

BofA Securities **Citigroup**
Goldman Sachs & Co. LLC **J.P. Morgan**

March 2, 2021

SUMMARY OF OFFERING

$710,890,000
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA
TOLL BRIDGE REVENUE BONDS

	$204,835,000 2021 Series A Bonds (Term Rate)	$56,850,000 2021 Series B Bonds (Index Rate)	$100,000,000 2021 Series C Bonds (Index Rate)
Maturity Date:	**April 1, 2056**	**April 1, 2056**	**April 1, 2056**
Price:	**105.210%***	**100%**	**100%**
Authorized Denominations:	**$5,000 or any integral multiple thereof**	**$5,000 or any integral multiple thereof**	**$5,000 or any integral multiple thereof**
Interest Rate Determination Method†:	**Term Rate**	**Index Rate**	**Index Rate**
Interest Rate:	**2.00%**	**SIFMA Swap Index plus Applicable Spread of 0.28%**	**SIFMA Swap Index plus Applicable Spread of 0.45%**
Interest Payment Dates:	**April 1 and October 1 of each year during the Term Rate Period commencing October 1, 2021**	**First Business Day of each month during the Index Rate Period commencing April 1, 2021**	**First Business Day of each month during the Index Rate Period commencing April 1, 2021**
Record Date for Interest Payments:	**Fifteenth day of the month preceding an Interest Payment Date**	**Business day next preceding an Interest Payment Date**	**Business day next preceding an Interest Payment Date**
Index Agent:	**N/A**	**Senior Indenture Trustee**	**Senior Indenture Trustee**
Index Rate Determination Date:	**N/A**	**Wednesday of each week or, if Wednesday is not a Business Day, the next preceding Business Day**	**Wednesday of each week or, if Wednesday is not a Business Day, the next preceding Business Day**
Purchase Date Following End of Term Rate Period or Index Rate Period‡:	**April 1, 2028**	**April 1, 2024**	**April 1, 2026**
First Optional Redemption:	**October 1, 2027**	**October 1, 2023**	**October 1, 2025**
Remarketing Agent:	**To be appointed by the Authority prior to the Purchase Date**	**To be appointed by the Authority prior to the Purchase Date**	**To be appointed by the Authority prior to the Purchase Date**
CUSIP No§:	**072024WY4**	**072024WZ1**	**072024XA5**

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* Priced to the first optional call date of October 1, 2027.

† Upon satisfaction of certain conditions set forth in the Senior Indenture, the 2021 Series A Bonds, the Series 2021 Series B Bonds and the 2021 Series C Bonds may bear interest calculated pursuant to a different Interest Rate Determination Method. See "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Conversion of Interest Rate Determination Method." This Official Statement is not intended to provide information about the 2021 Series A Bonds, the 2021 Series B Bonds or the 2021 Series C Bonds after the commencement of any new Term Rate Period or Index Rate Period, respectively, or about the Series 2021 Series A Bonds, the 2021 Series B Bonds or the 2021 Series C Bonds after conversion to another Interest Rate Determination Method.

‡ The 2021 Series A Bonds, the 2021 Series B Bonds and the 2021 Series C Bonds are subject to mandatory tender and remarketing on the day following the last day of the Interest Rate Period.

§ CUSIP information herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

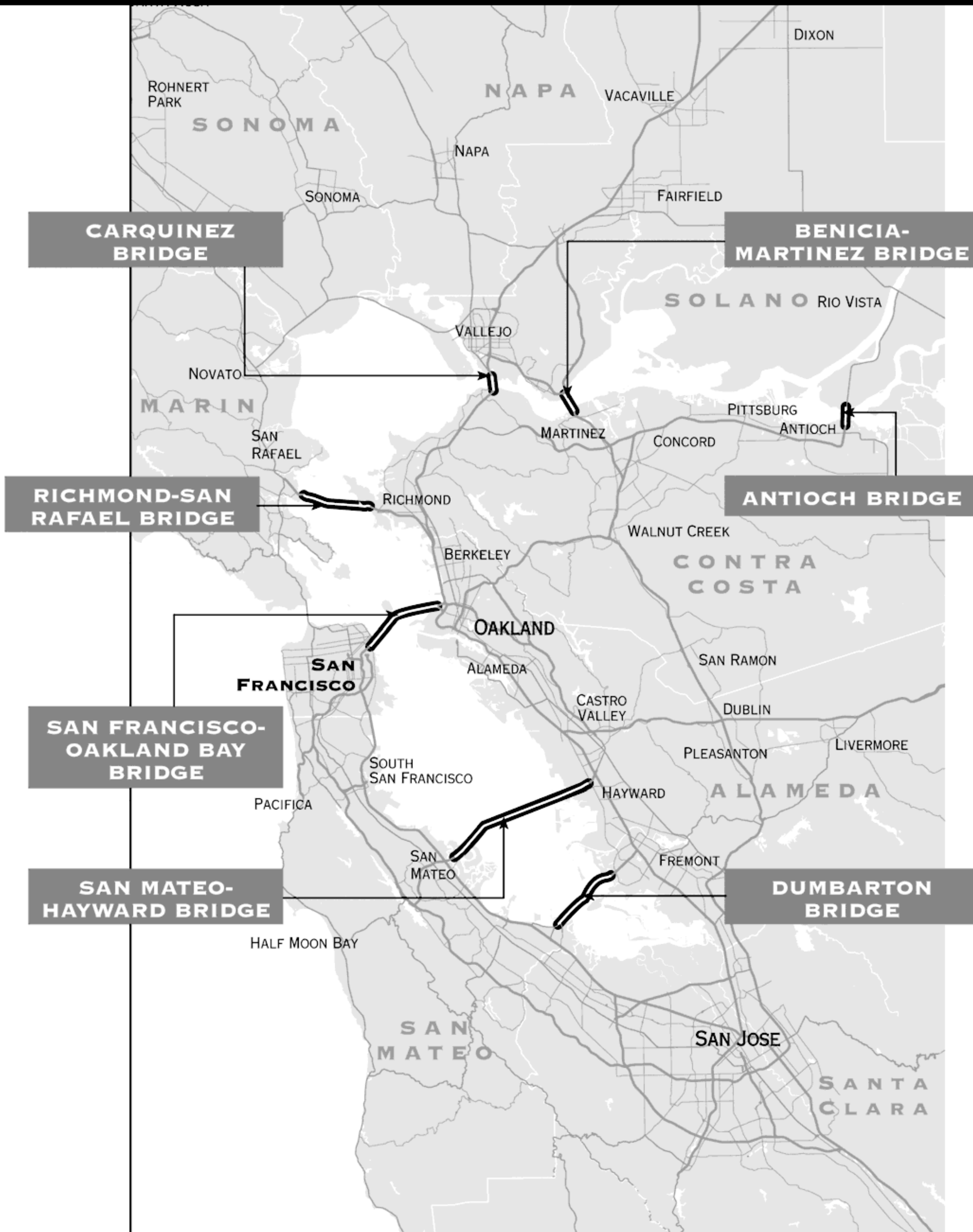
SUMMARY OF OFFERING
(Continued)

$349,205,000
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
2021 Series F-1
(Federally Taxable Fixed Rate)

Maturity Date (April 1)	Principal Amount ($)	Interest Rate (%)	Price (%)	CUSIP* Number
2025	15,000,000	0.879	100.000	072024XB3
2026	15,085,000	1.079	100.000	072024XC1
2027	33,935,000	1.433	100.000	072024XD9
2028	25,690,000	1.633	100.000	072024XE7
2029	75,335,000	1.869	100.000	072024XF4
2030	24,325,000	2.019	100.000	072024XG2
2031	17,085,000	2.069	100.000	072024XH0
2032	20,620,000	2.219	100.000	072024XJ6
2033	21,200,000	2.319	100.000	072024XK3
2034	21,590,000	2.419	100.000	072024XL1
2035	12,830,000	2.519	100.000	072024XM9
2036	13,260,000	2.619	100.000	072024XN7
2037	13,760,000	2.782	100.000	072024XP2
2038	14,245,000	2.852	100.000	072024XQ0
2039	14,480,000	2.932	100.000	072024XR8
2040	10,765,000	2.982	100.000	072024XS6

* CUSIP information herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

THE BATA BRIDGES



BAY AREA TOLL AUTHORITY
MTC COMMISSIONERS AND AUTHORITY MEMBERS

Voting Members

ALFREDO PEDROZA, Chair	Napa County and Cities
NICK JOSEFOWITZ, Vice Chair	San Francisco Mayor's Appointee
MARGARET ABE-KOGA	Cities of Santa Clara County
EDDIE H. AHN	San Francisco Bay Conservation and Development Commission
DAVID CANEPA	San Mateo County
CINDY CHAVEZ	Santa Clara County
DAMON CONNOLLY	Marin County and Cities
CAROL DUTRA-VERNACI	Cities of Alameda County
FEDERAL D. GLOVER	Contra Costa County
SAM LICCARDO	San Jose Mayor's Appointee
JAKE MACKENZIE	Sonoma County and Cities
NATE MILEY	Alameda County
GINA PAPAN	Cities of San Mateo County
DAVID RABBITT	Association of Bay Area Governments
HILLARY RONEN	City and County of San Francisco
LIBBY SCHAAF	Oakland Mayor's Appointee
JAMES P. SPERING	Solano County and Cities
AMY R. WORTH	Cities of Contra Costa County

Non-Voting Members

DINA EL-TAWANSY	California State Transportation Agency
DORENE M. GIACOPINI	U.S. Department of Transportation
VACANT	U.S. Department of Housing and Urban Development

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THERESE W. MCMILLAN, Executive Director
ALIX BOCKELMAN, Deputy Executive Director, Policy
ANDREW B. FREMIER, Deputy Executive Director, Operations
BRADFORD PAUL, Deputy Executive Director, Local Government Services
BRIAN MAYHEW, Chief Financial Officer
KATHLEEN KANE, General Counsel

SENIOR INDENTURE TRUSTEE

MUFG Union Bank, N.A.*
San Francisco, California

SUBORDINATE INDENTURE TRUSTEE

The Bank of New York Mellon Trust Company, N.A.
San Francisco, California

BOND COUNSEL

Orrick, Herrington & Sutcliffe LLP
San Francisco, California

FINANCIAL ADVISOR

PFM Financial Advisors, LLC
San Francisco, California

DISCLOSURE COUNSEL

Kutak Rock LLP
Denver, Colorado

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* See "DESCRIPTION OF THE 2021 SERIES BONDS—General—*Senior Indenture Trustee—Possible Successor*" for a discussion regarding an anticipated successor Senior Indenture Trustee pursuant to the terms of the Senior Indenture.

IMPORTANT NOTICES

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2021 Series Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. The information set forth herein has been provided by the Authority and other sources that are believed by the Authority to be reliable. The Underwriters have provided the following sentence for inclusion in the Official Statement. The Underwriters have reviewed the information in the Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Audited financial information relating to the Authority for the Fiscal Year ended June 30, 2020 is posted on the Municipal Security Rulemaking Board's Electronic Municipal Market Access ("EMMA") website and is explicitly incorporated into this Official Statement. See APPENDIX A — "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Financial Statements." Excepting only the incorporation by reference of the audited financial information for the Fiscal Year ended June 30, 2020 posted to EMMA as set forth in APPENDIX A – "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Financial Statements," any references to internet websites contained in this Official Statement are shown for reference and convenience only; the information contained in such websites is not incorporated herein by reference and does not constitute a part of this Official Statement.

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations other than those contained in the Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriters.

This Official Statement is not to be construed as a contract with the purchasers of the 2021 Series Bonds.

This Official Statement speaks only as of its date. The information and expressions of opinion herein are subject to change without notice and neither delivery of the Official Statement nor any sale made in conjunction herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or other matters described herein since the respective dates hereof. The Official Statement is submitted with respect to the sale of the 2021 Series Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the Authority. Preparation of the Official Statement and its distribution have been duly authorized and approved by the Authority.

All descriptions and summaries of documents and statutes hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document and statute for complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document and statute. Capitalized terms used but not defined herein are defined in APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE–DEFINITIONS" or APPENDIX C – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE–DEFINITIONS."

The Underwriters may offer and sell the 2021 Series Bonds to dealers, institutional investors and others at prices lower or yields higher than the public offering prices or yields stated in the SUMMARY OF OFFERING and such public offering prices may be changed from time to time by the Underwriters.

2021 SERIES BONDS NOT REGISTERED

The 2021 Series Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities laws in reliance upon exemptions contained in such laws. The 2021 Series Bonds will not have been recommended by the Securities and Exchange Commission or any other federal or state securities commission or regulatory authority, and no such commission or regulatory authority will have reviewed or passed upon the accuracy or adequacy of this Official Statement. The registration or qualification of the 2021 Series Bonds in accordance with the applicable provisions of securities laws of any jurisdiction in which the 2021 Series Bonds may have been registered or qualified and the exemption therefrom in other jurisdictions cannot be regarded as a recommendation thereof by any such jurisdiction. Any representation to the contrary may be a criminal offense.

No action has been taken by the Authority that would permit a public offering of the 2021 Series Bonds or possession or distribution of the Official Statement or any other offering material in any foreign jurisdiction where action for that purpose is required. Accordingly, each of the Underwriters has agreed that it will comply with all applicable laws and regulations in force in any foreign jurisdiction in which it purchases, offers or sells the 2021 Series Bonds or possesses or distributes this Official Statement or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the 2021 Series Bonds under the laws and regulations in force in any foreign jurisdiction to which it is subject or in which it makes such purchases, offers or sales and the Authority shall have no responsibility therefor.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THE OFFICIAL STATEMENT

Some statements contained in the Official Statement reflect not historical facts but forecasts and "forward-looking statements." In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe," "plan," "budget," and similar expressions are intended to identify forward-looking statements. Projections, forecasts, assumptions, expressions of opinions, estimates and other forward-looking statements are not to be construed as representations of fact and are qualified in their entirety by the cautionary statements set forth in the Official Statement.

The achievement of results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Authority does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur or do not occur.

INFORMATION CONCERNING OFFERING RESTRICTIONS IN CERTAIN JURISDICTIONS

REFERENCES HEREIN TO THE "ISSUER" MEAN THE BAY AREA TOLL AUTHORITY AND REFERENCES TO "BONDS" OR "SECURITIES" MEAN THE BONDS OFFERED HEREBY. **NEITHER THE BAY AREA TOLL AUTHORITY NOR THE UNDERWRITERS ASSUME ANY RESPONSIBILITY FOR THIS SECTION.**

MINIMUM UNIT SALES

EACH SERIES OF 2021 SERIES BONDS WILL TRADE AND SETTLE ON A UNIT BASIS (ONE UNIT EQUALING ONE BOND OF $5,000 PRINCIPAL AMOUNT). FOR ANY SALES MADE OUTSIDE THE UNITED STATES, THE MINIMUM PURCHASE AND TRADING AMOUNT IS 30 UNITS (BEING 30 BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF $150,000).

NOTICE TO PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA

THIS OFFICIAL STATEMENT HAS BEEN PREPARED ON THE BASIS THAT ALL OFFERS OF THE SECURITIES TO ANY PERSON THAT IS LOCATED WITHIN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("EEA") WILL BE MADE PURSUANT TO AN EXEMPTION UNDER ARTICLE 1(4) REGULATION (EU) 2017/1129 (AS AMENDED, THE "**PROSPECTUS REGULATION**") FROM THE REQUIREMENT TO PRODUCE A PROSPECTUS FOR OFFERS OF THE SECURITIES. ACCORDINGLY, ANY PERSON MAKING OR INTENDING TO MAKE ANY OFFER TO ANY PERSON LOCATED WITHIN A MEMBER STATE OF THE EEA OF THE SECURITIES SHOULD ONLY DO SO IN CIRCUMSTANCES IN WHICH NO OBLIGATION ARISES FOR THE ISSUER OR ANY OF THE UNDERWRITERS TO PRODUCE A PROSPECTUS OR SUPPLEMENT FOR SUCH AN OFFER. NEITHER THE ISSUER NOR THE UNDERWRITERS HAVE AUTHORIZED, NOR DO THEY AUTHORIZE, THE MAKING OF ANY OFFER OF SECURITIES THROUGH ANY FINANCIAL INTERMEDIARY, OTHER THAN OFFERS MADE BY THE UNDERWRITERS, WHICH CONSTITUTE THE FINAL PLACEMENT OF THE SECURITIES CONTEMPLATED IN THIS OFFICIAL STATEMENT.

IN RELATION TO EACH MEMBER STATE OF THE EEA (EACH, A "**MEMBER STATE**") THE OFFER OF ANY SECURITIES WHICH IS THE SUBJECT OF THE OFFERING CONTEMPLATED BY THIS OFFICIAL STATEMENT IS NOT BEING MADE AND WILL NOT BE MADE TO THE PUBLIC IN THAT MEMBER STATE, OTHER THAN: (A) TO ANY LEGAL ENTITY WHICH IS A "QUALIFIED INVESTOR" AS SUCH TERM IS DEFINED IN THE PROSPECTUS REGULATION; OR (B) IN ANY OTHER CIRCUMSTANCES FALLING WITHIN ARTICLE 1(4) OF THE PROSPECTUS REGULATION; PROVIDED THAT NO SUCH OFFER OF THE SECURITIES SHALL REQUIRE THE ISSUER OR THE UNDERWRITERS TO PUBLISH A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS REGULATION OR A SUPPLEMENT TO A PROSPECTUS PURSUANT TO ARTICLE 23 OF THE PROSPECTUS REGULATION.

FOR THE PURPOSES OF THIS PROVISION, THE EXPRESSION AN "OFFER OF SECURITIES TO THE PUBLIC" IN RELATION TO THE SECURITIES IN ANY MEMBER STATE MEANS THE COMMUNICATION IN ANY FORM AND BY ANY MEANS OF SUFFICIENT INFORMATION ON THE TERMS OF THE OFFER AND THE SECURITIES TO BE OFFERED SO AS TO ENABLE AN INVESTOR TO DECIDE TO PURCHASE THE SECURITIES.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – THE 2021 SERIES BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "**MIFID II**"); (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97 WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR (III) NOT A QUALIFIED INVESTOR, AS DEFINED IN ARTICLE 2 REGULATION (EU) 2017/1129. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU)

NO 1286/2014 (AS AMENDED, THE "**EU PRIIPS REGULATION**") FOR OFFERING OR SELLING THE 2021 SERIES BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

NOTICE TO PROSPECTIVE INVESTORS IN THE UK

THIS OFFICIAL STATEMENT IS FOR DISTRIBUTION ONLY TO, AND IS DIRECTED SOLELY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM (THE "**UK**"), (II) ARE INVESTMENT PROFESSIONALS, AS SUCH TERM IS DEFINED IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**FINANCIAL PROMOTION ORDER**"), (III) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) OF THE FINANCIAL PROMOTION ORDER, OR (IV) ARE PERSONS TO WHOM AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (THE "**FSMA**")) IN CONNECTION WITH THE ISSUE OR SALE OF ANY 2021 SERIES BONDS MAY OTHERWISE BE LAWFULLY COMMUNICATED OR CAUSED TO BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). THIS OFFICIAL STATEMENT IS DIRECTED ONLY AT RELEVANT PERSONS AND MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS OFFICIAL STATEMENT RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. ANY PERSON WHO IS NOT A RELEVANT PERSON SHOULD NOT ACT OR RELY ON THIS OFFICIAL STATEMENT OR ANY OF ITS CONTENTS.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – THE 2021 SERIES BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UK. FOR THESE PURPOSES, A "RETAIL INVESTOR" MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2 OF REGULATION (EU) NO 2017/565 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE "**EUWA**"); (II) A CUSTOMER WITHIN THE MEANING OF THE PROVISIONS OF THE FSMA AND ANY RULES OR REGULATIONS MADE UNDER THE FSMA TO IMPLEMENT DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA; OR (III) NOT A QUALIFIED INVESTOR AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA. CONSEQUENTLY NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUWA (THE "**UK PRIIPS REGULATION**") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER THE UK PRIIPS REGULATION.

NOTICE TO INVESTORS IN KOREA

THE 2021 SERIES BONDS HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE FINANCIAL SERVICES COMMISSION OF KOREA FOR PUBLIC OFFERING IN KOREA UNDER THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT OF KOREA AND THE DECREES AND REGULATIONS THEREUNDER (THE "FSCMA"). THE 2021 SERIES BONDS MAY NOT BE OFFERED, REMARKETED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED, REMARKETED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN SOUTH KOREA OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY RESIDENT OF SOUTH KOREA (AS DEFINED IN THE FOREIGN EXCHANGE TRANSACTIONS LAW OF SOUTH KOREA AND ITS SUBORDINATE DECREES AND REGULATIONS (COLLECTIVELY, THE "FETL")) WITHIN ONE YEAR OF THE ISSUANCE

OF THE 2021 SERIES BONDS, EXCEPT AS OTHERWISE PERMITTED UNDER APPLICABLE SOUTH KOREAN LAWS AND REGULATIONS, INCLUDING THE FSCMA AND THE FETL.

NOTICE TO PROSPECTIVE INVESTORS IN TAIWAN

THE 2021 SERIES BONDS HAVE NOT BEEN AND WILL NOT BE REGISTERED OR FILED WITH, OR APPROVED BY THE FINANCIAL SUPERVISORY COMMISSION OF TAIWAN AND/OR OTHER REGULATORY AUTHORITY OR AGENCY OF TAIWAN PURSUANT TO RELEVANT SECURITIES LAWS AND REGULATIONS OF TAIWAN AND MAY NOT BE ISSUED, OFFERED, OR SOLD IN TAIWAN THROUGH A PUBLIC OFFERING OR IN CIRCUMSTANCES WHICH CONSTITUTE AN OFFER WITHIN THE MEANING OF THE SECURITIES AND EXCHANGE ACT OF TAIWAN OR RELEVANT LAWS AND REGULATIONS THAT REQUIRES A REGISTRATION, FILING OR APPROVAL OF THE FINANCIAL SUPERVISORY COMMISSION AND/OR OTHER REGULATORY AUTHORITY OR AGENCY OF TAIWAN. NO PERSON OR ENTITY IN TAIWAN HAS BEEN AUTHORIZED TO OFFER OR SELL THE BONDS IN TAIWAN.

NOTICE TO RESIDENTS OF HONG KONG

NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE 2021 SERIES BONDS HAVE BEEN OR MAY BE ISSUED OR HAVE BEEN OR MAY BE IN THE POSSESSION OF ANY PERSON FOR THE PURPOSES OF ISSUE (IN EACH CASE WHETHER IN HONG KONG OR ELSEWHERE), WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC OF HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO 2021 SERIES BONDS WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE OF THE LAWS OF HONG KONG AND ANY RULES MADE THEREUNDER.

NOTICE TO PROSPECTIVE INVESTORS IN SWITZERLAND

THE 2021 SERIES BONDS MAY NOT BE PUBLICLY OFFERED, DIRECTLY OR INDIRECTLY, IN SWITZERLAND WITHIN THE MEANING OF THE SWISS FINANCIAL SERVICES ACT (THE “FINSA”) AND WILL NOT BE ADMITTED TO TRADING ON ANY TRADING VENUE (EXCHANGE OR MULTILATERAL TRADING FACILITY) IN SWITZERLAND. NEITHER THIS OFFICIAL STATEMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE 2021 SERIES BONDS CONSTITUTES A PROSPECTUS PURSUANT TO (I) THE FINSA; OR (II) THE LISTING RULES OF THE SIX SWISS EXCHANGE AG OR ANY OTHER REGULATED TRADING VENUE IN SWITZERLAND AND NEITHER THIS OFFICIAL STATEMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE 2021 SERIES BONDS MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND.

NOTICE TO PROSPECTIVE INVESTORS IN SINGAPORE

EACH UNDERWRITER HAS ACKNOWLEDGED THAT THIS OFFICIAL STATEMENT HAS NOT BEEN AND WILL NOT BE REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, EACH UNDERWRITER HAS REPRESENTED, WARRANTED AND AGREED THAT IT HAS NOT OFFERED OR SOLD ANY 2021 SERIES BONDS OR CAUSED THE 2021 SERIES BONDS TO BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE AND WILL NOT OFFER OR SELL ANY 2021 SERIES BONDS OR CAUSE THE 2021 SERIES BONDS TO BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, AND HAS NOT CIRCULATED OR DISTRIBUTED, NOR WILL IT CIRCULATE OR DISTRIBUTE, THIS OFFICIAL STATEMENT OR ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF THE 2021 SERIES BONDS WHETHER DIRECTLY OR INDIRECTLY, TO ANY PERSON IN SINGAPORE OTHER THAN (I) TO AN INSTITUTIONAL INVESTOR (AS DEFINED IN SECTION 4A OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) AS MODIFIED OR AMENDED FROM TIME TO TIME (THE “SFA”)) PURSUANT TO SECTION 274 OF THE SFA, (II) TO A

RELEVANT PERSON (AS DEFINED IN SECTION 275(2) OF THE SFA) PURSUANT TO SECTION 275(1) OF THE SFA, OR ANY PERSON PURSUANT TO SECTION 275(1A) OF THE SFA, AND IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN SECTION 275, OF THE SFA, OR (III) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA.

WHERE THE 2021 SERIES BONDS ARE SUBSCRIBED OR PURCHASED UNDER SECTION 275 OF THE SFA BY A RELEVANT PERSON WHICH IS:

(A) A CORPORATION (WHICH IS NOT AN ACCREDITED INVESTOR (AS DEFINED IN SECTION 4A OF THE SFA)) THE SOLE BUSINESS OF WHICH IS TO HOLD INVESTMENTS AND THE ENTIRE SHARE CAPITAL OF WHICH IS OWNED BY ONE OR MORE INDIVIDUALS, EACH OF WHOM IS AN ACCREDITED INVESTOR; OR

(B) A TRUST (WHERE THE TRUSTEE IS NOT AN ACCREDITED INVESTOR) WHOSE SOLE PURPOSE IS TO HOLD INVESTMENTS AND EACH BENEFICIARY OF THE TRUST IS AN INDIVIDUAL WHO IS AN ACCREDITED INVESTOR,

SECURITIES OR SECURITIES-BASED DERIVATIVES CONTRACTS (EACH TERM AS DEFINED IN SECTION 2(1) OF THE SFA) OF THAT CORPORATION OR THE BENEFICIARIES' RIGHTS AND INTEREST (HOWSOEVER DESCRIBED) IN THAT TRUST SHALL NOT BE TRANSFERRED WITHIN SIX MONTHS AFTER THAT CORPORATION OR THAT TRUST HAS ACQUIRED THE 2021 SERIES BONDS PURSUANT TO AN OFFER MADE UNDER SECTION 275 OF THE SFA EXCEPT:

(1) TO AN INSTITUTIONAL INVESTOR OR TO A RELEVANT PERSON, OR TO ANY PERSON ARISING FROM AN OFFER REFERRED TO IN SECTION 275(1A) OR SECTION 276(4)(I)(B) OF THE SFA;

(2) WHERE NO CONSIDERATION IS OR WILL BE GIVEN FOR THE TRANSFER;

(3) WHERE THE TRANSFER IS BY OPERATION OF LAW;

(4) AS SPECIFIED IN SECTION 276(7) OF THE SFA; OR

(5) AS SPECIFIED IN REGULATION 37A OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SECURITIES AND SECURITIES-BASED DERIVATIVES CONTRACTS) REGULATIONS 2018.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION – SOLELY FOR THE PURPOSES OF ITS OBLIGATIONS PURSUANT TO SECTIONS 309B(1)(A) AND 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) (THE "**SFA**"), THE ISSUER HAS DETERMINED, AND HEREBY NOTIFIES ALL RELEVANT PERSONS (AS DEFINED IN SECTION 309A OF THE SFA) THAT THE 2021 SERIES BONDS ARE "**PRESCRIBED CAPITAL MARKETS PRODUCTS**" (AS DEFINED IN THE SECURITIES AND FUTURES (CAPITAL MARKETS PRODUCTS) REGULATIONS 2018).

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$710,890,000
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA
TOLL BRIDGE REVENUE BONDS

$204,835,000	**$56,850,000**	**$100,000,000**	**$349,205,000**
2021 Series A	**2021 Series B**	**2021 Series C**	**2021 Series F-1**
(Term Rate)	**(Index Rate)**	**(Index Rate)**	**(Federally Taxable Fixed Rate)**

INTRODUCTION AND PURPOSE OF THE 2021 SERIES BONDS

This Official Statement provides information concerning the issuance and sale by the Bay Area Toll Authority (the "Authority") of its San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series A (Term Rate) (the "2021 Series A Bonds"), 2021 Series B (Index Rate) (the "2021 Series B Bonds"), 2021 Series C (Index Rate) (the "2021 Series C Bonds," and, together with the 2021 Series A Bonds and the 2021 Series B Bonds, the "2021 Variable Rate Bonds") and 2021 Series F-1 (Federally Taxable Fixed Rate) (the "2021 Series F-1 Bonds" and, together with the 2021 Variable Rate Bonds, the "2021 Series Bonds"). Investors must review the entire Official Statement to make an informed investment decision concerning the 2021 Series Bonds.

The Authority will apply the proceeds from the sale of the 2021 Series Bonds, together with other available funds, to refund all of its outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2014 Series E (Variable Rate Bonds), 2014 Series H (Variable Rate Bonds), and 2017 Series D (Variable Rate Bonds) and a portion of its outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2012 Series F-1 and 2017 Series F-1. See "SUMMARY OF FINANCING PLAN."

THE BAY AREA TOLL AUTHORITY

The Authority administers toll revenue collections and finances improvements for seven state-owned toll bridges in the San Francisco Bay Area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge (each, a "Bridge" and collectively, the "Bridge System"). Principal of and interest and mandatory sinking fund payments on the 2021 Series Bonds are payable from Revenue (as defined and provided in the Senior Indenture (defined below)) pursuant to the Senior Indenture, as summarized herein.

The COVID-19 pandemic and resulting economic shutdown and recession have negatively impacted California (the "State") and national economies and are having a material adverse effect on the financial condition of the State and governments in the San Francisco Bay Area, including the Authority. The COVID-19 pandemic has significantly reduced traffic on the Bridge System and has caused a corresponding reduction in Bridge Toll Revenues (as defined in the Senior Indenture). The Authority expects that this reduction will continue in the near term but cannot predict the duration or magnitude of that impact. See "RISK FACTORS - Impact of COVID-19 Pandemic" and APPENDIX A – "COVID-19 PANDEMIC."

Historic information about the Authority's finances and operations presented in this Official Statement (including Appendix A) should be considered in light of the ongoing effects of the COVID-19 pandemic and the known and unknown effects of the pandemic on the current and future finances and operations of the Authority. See "RISK FACTORS – Impact of the COVID-19 Pandemic" in the front part of the Official Statement and "COVID-19 PANDEMIC" in Appendix A for current information and expectations about the effects of COVID-19 on the finances and operations of the Authority, including projected revenues shown in Table 17 in Appendix A, which projections are based on current expectations and information and is not intended as a representation of facts or guarantee of results.

Further information about the Authority, its finances, its projects, the Bridge System and its other obligations appears in APPENDIX A – "BAY AREA TOLL AUTHORITY." For the financial statements covering the Authority, see APPENDIX A – "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Financial Statements."

DESCRIPTION OF THE 2021 SERIES BONDS

General

Chapters 4, 4.3 and 4.5 of Division 17 of the California Streets and Highways Code and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, as amended from time to time, the "Act") authorize the Authority to issue toll bridge revenue bonds, including the 2021 Series Bonds, to finance and refinance the construction, improvement and equipping of the Bridge System and other transportation projects authorized by the Act, and the Authority is additionally authorized to issue refunding bonds pursuant to Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 et seq.) (the "Refunding Bond Law").

The Authority will issue the 2021 Series Bonds in book-entry form only. The 2021 Series Bonds will be registered in the name of a nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the 2021 Series Bonds. Beneficial Owners of the 2021 Series Bonds will not receive certificates representing their ownership interests in the 2021 Series Bonds purchased. The Authority will make payments of principal of and interest on the 2021 Series Bonds to DTC, and DTC is to distribute such payments to its Direct Participants. Disbursement of such payments to Beneficial Owners of the 2021 Series Bonds is the responsibility of DTC's Direct and Indirect Participants and not the Authority. See APPENDIX D – "BOOK-ENTRY ONLY SYSTEM" and APPENDIX H – "GLOBAL CLEARANCE PROCEDURES."

The 2021 Series Bonds are special obligations of the Authority and do not constitute an obligation of the State of California (the "State"), the Metropolitan Transportation Commission or of any other political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any other political subdivision of the State or of any other entity, including the Authority.

The Authority will issue the 2021 Series Bonds pursuant to the Master Indenture, dated as of May 1, 2001 (the "Master Indenture"), as supplemented by the Thirtieth Supplemental Indenture, dated as of March 1, 2021 (the "Thirtieth Supplemental Indenture") (with respect to the 2021 Variable Rate Bonds) and the Thirty-First Supplemental Indenture, dated as of March 1, 2021 (the "Thirty-First Supplemental Indenture" and, together with the Thirtieth Supplemental Indenture and the Master Indenture, as previously supplemented and amended, the "Senior Indenture") (with respect to the 2021 Series F-1 Bonds), between the Authority and MUFG Union Bank, N.A., as trustee and any successor thereto as provided under the Senior Indenture (the "Senior Indenture Trustee"). See " – *Senior Indenture Trustee – Possible Successor"* below.

The 2021 Series Bonds and any other bonds issued under the Senior Indenture are referred to in this Official Statement as the "Senior Bonds." The Authority's Senior Bonds, together with other obligations payable on a parity with the Senior Bonds, are referred to herein as the "Senior Obligations." See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" for a summary of certain terms of the Senior Bonds.

Senior Indenture Trustee – Possible Successor. MUFG Union Bank, N.A., the Senior Indenture Trustee, has entered into a definitive agreement with U.S. Bank National Association to sell MUFG Union Bank, N.A.'s debt servicing and securities custody products businesses (the "Union Bank Sale"). Although there can be no assurance that the Union Bank Sale will receive the necessary regulatory approvals or be consummated, MUFG Union Bank, N.A. has informed the Authority it expects the Union Bank Sale transaction with respect to the Authority's debt servicing and securities custody portfolio to close on or around April 1, 2021. MUFG Union Bank, N.A. has also informed the Authority that because the exact timing of the Union Bank Sale is uncertain, it will remain the Senior Indenture Trustee for purposes of the closing and delivery of the 2021 Series Bonds. Upon the closing and settlement of the Union Bank Sale, if the sale is consummated, U.S. Bank National Association will become the successor Senior Indenture Trustee by operation of law and the provisions of the Senior Indenture.

For a description of the Authority's Outstanding Senior Bonds and Senior Obligations, see APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations" and APPENDIX F – "PROJECTED DEBT SERVICE SCHEDULE."

The Authority also has Outstanding Subordinate Bonds and Subordinate Obligations. For a description of the Outstanding Subordinate Bonds and Subordinate Obligations, see APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Subordinate Bonds" and APPENDIX F – "PROJECTED DEBT SERVICE SCHEDULE."

The 2021 Series A Bonds

Upon issuance, the 2021 Series A Bonds will bear interest from their delivery date at the Term Rate and for the Term Rate Period shown in the SUMMARY OF OFFERING and as described below under "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Interest Rate Determination Methods." Interest on the 2021 Series A Bonds while bearing interest at a Term Rate will be payable on April 1 and October 1 of each year during the Term Rate Period, and on the Interest Payment Date following the end of the Term Rate Period. The first Interest Payment Date for the 2021 Series A Bonds is October 1, 2021. Interest on the 2021 Series A Bonds bearing interest at a Term Rate will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each 2021 Series A Bond shall bear interest payable to the registered Owner hereof from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid or duly provided for, or (iii) if the date of authentication of the 2021 Series A Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication. The Record Date for the 2021 Series A Bonds while bearing interest at the Term Rate will be the fifteenth day (whether or not a Business Day) of the month immediately preceding each Interest Payment Date. The 2021 Series A Bonds will be issued in fully registered form in denominations of $5,000 and any integral multiple thereof.

Other Interest Payment Dates for the 2021 Series A Bonds are each Conversion Date for such Series and, in all events, the final maturity date or redemption date for such Series. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE."

The 2021 Series A Bonds will not be supported by a Credit Support Instrument during the Term Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket any 2021 Series A Bonds at a new Term Rate or to convert any such 2021 Series A Bonds to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Insufficient Funds; Stepped Rate."

The 2021 Series B Bonds and 2021 Series C Bonds

Upon issuance, the 2021 Series B Bonds will bear interest from their delivery date at an Index Rate calculated with reference to the SIFMA Swap Index (as defined below) and the Applicable Spread of 0.28% for the Index Rate Period shown in the SUMMARY OF OFFERING, as described below. Upon issuance, the 2021 Series C Bonds will bear interest from their delivery date at an Index Rate calculated with reference to the SIFMA Swap Index (as defined below) and the Applicable Spread of 0.45% for the Index Rate Period shown in the SUMMARY OF OFFERING, as described below. Interest on the 2021 Series B Bonds and the 2021 Series C Bonds (collectively, the "2021 Index Rate Bonds") while bearing interest at the Index Rate will be payable on the first Business Day of each calendar month during the Index Rate Period, and on the Interest Payment Date following the end of the Index Rate Period. The first Interest Payment Date for the 2021 Index Rate Bonds is April 1, 2021. Interest on the 2021 Index Rate Bonds bearing interest at the Index Rate will be computed on the basis of a 365/366-day year and actual days elapsed. Each 2021 Index Rate Bond shall bear interest payable to the registered Owner hereof from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid or duly provided for, or (iii) if the date of authentication of the 2021 Index Rate Bond is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication. The Record Date for the 2021 Index Rate Bonds while bearing interest at the Index Rate will be the Business Day next preceding each Interest Payment Date. The 2021 Index Rate Bonds will be issued in fully registered form in denominations of $5,000 and any integral multiple thereof.

Other Interest Payment Dates for the 2021 Index Rate Bonds are each Conversion Date for the applicable Series and, in all events, the final maturity date or redemption date for such Series. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – DEFINITIONS."

During the Index Rate Period shown in the SUMMARY OF OFFERING, the 2021 Index Rate Bonds will bear interest at the SIFMA Index Rate. The SIFMA Index Rate will be equal to the sum of (a) the SIFMA Swap Index then in effect plus (b) the Applicable Spread, and such rate will be rounded to the nearest one hundred thousandth of one percent (0.00001%). The initial SIFMA Swap Index Rate with respect to the 2021 Index Rate Bonds will be based on the SIFMA Swap Index in effect as of their date of issuance and will apply for the period from and including their date of issuance to and including the following Wednesday, unless such first day is a Wednesday, in which case the initial rate will only apply to such first day. Thereafter, until the end of the Index Rate Period, the SIFMA Index Rate with respect to the 2021 Index Rate Bonds will be determined each Wednesday, or if Wednesday is not a Business Day the next preceding Business Day, such date being the same day the SIFMA Swap Index is expected to be published or otherwise made available to the Index Agent (defined below); and if the SIFMA Swap Index is published on a different day, such day will be the day on which the SIFMA Index Rate is determined. The SIFMA Index Rate so calculated will apply to the Calendar Week (as defined in the Senior Indenture) from and including the immediately succeeding Thursday or, if calculated on a Thursday, such Thursday, to and including the following Wednesday. Until the end of the Index Rate Period, the SIFMA Index Rate for the 2021 Index Rate Bonds will be calculated by the Senior Indenture Trustee, acting as index agent, or any successor index agent (the "Index Agent"), as described below under "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Interest Rate Determination Methods – Index Rate." In no event may the SIFMA Index Rate exceed the Maximum Interest Rate of twelve percent (12%) per annum. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – DEFINITIONS."

Neither Series of 2021 Index Rate Bonds will be supported by a Credit Support Instrument during the applicable Index Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket any 2021 Index Rate Bonds at a new Index Rate or to convert any 2021 Index Rate Bonds to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Insufficient Funds; Stepped Rate."

The following definition applies to the preceding description of the SIFMA Index Rate: "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 & Financial Markets Association ("SIFMA") or any Person acting in cooperation with or under the sponsorship of the SIFMA and effective from such date. If such index is not published or otherwise made available, the Index Rate Index to which the Applicable Spread will be applied shall be 70% of the Treasury Rate (as defined in Appendix B).

The 2021 Series F-1 Bonds

The 2021 Series F-1 will be dated their date of delivery, will mature on the dates and will bear interest on the basis of a 360-day year comprised of twelve 30-day months at the rates per annum shown in the SUMMARY OF OFFERING. Interest on the 2021 Series F-1 Bonds will be payable on April 1 and October 1 of each year commencing on October 1, 2021 (each a "2021 Series F-1 Bonds Interest Payment Date") and at maturity or upon the prior redemption thereof. Each 2021 Series F-1 Bond will bear interest payable to the registered owner thereof from the latest of: (i) its Issue Date, (ii) the most recent 2021 Series F-1 Bonds Interest Payment Date to which interest has been paid or duly provided for, or (iii) if the date of authentication of such 2021 Series F-1 Bond is after a Record Date but prior to the immediately succeeding 2021 Series F-1 Bonds Interest Payment Date, the 2021 Series F-1 Interest Payment Date immediately succeeding such date of authentication. The Record Date for 2021 Series F-1 Bonds will be the fifteenth day (whether or not a Business Day) of the month preceding the month in which the 2021 Series F-1 Bonds Interest Payment Date occurs. The 2021 Series F-1 Bonds will be issued in fully registered form in the denominations of $5,000 and integral multiples thereof for the 2021 Series F-1 Bonds.

Mandatory Tender and Conversion of 2021 Variable Rate Bonds

The 2021 Variable Rate Bonds will be subject to mandatory tender and remarketing on the Purchase Date following the end of their initial Term Rate Period or Index Rate Period that begins on the delivery date of the 2021 Variable Rate Bonds as shown in the SUMMARY OF OFFERING. The Authority expects funds from the remarketing at that time to be applied to pay the purchase price of the 2021 Variable Rate Bonds. The Authority is not obligated to provide any other funds for the purchase of the 2021 Variable Rate Bonds other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to purchase the 2021 Variable Rate Bonds upon such mandatory tender. If there are insufficient funds to purchase any 2021 Variable Rate Bonds at the end of the Term Rate Period or Index Rate Period, the owners will retain such 2021 Variable Rate Bonds and such 2021 Variable Rate Bonds will bear interest at the Stepped Rate (as described herein). See "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Insufficient Funds; Stepped Rate" and APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Mechanics of Optional and Mandatory Tenders." The 2021 Variable Rate Bonds are also subject to mandatory tender and remarketing, at the option of the Authority, on any date on which the 2021 Variable Rate Bonds are subject to redemption at the option of the Authority. See "— Redemption Terms of the 2021 Series Bonds" and "2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE – Mandatory Tender Provisions," "— Conversion of Interest Rate Determination Method," and "— Mandatory Tender for Authority Purchase of 2021 Variable Rate Bonds at Election of Authority."

Each notice of mandatory tender is to be mailed by the Senior Indenture Trustee not less than twenty (20) days (or fifteen (15) days in the case of mandatory tender on the specified Purchase Date immediately following the expiration of the then current Term Rate Period) nor more than sixty (60) days prior to the tender date to DTC. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of 2021 Series Bonds will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send a tender notice except to DTC. Failure of DTC or Beneficial Owners to receive any tender notice or any defect therein will not affect the sufficiency of any tender proceedings.

Upon satisfaction of conditions set forth in the Senior Indenture, including mandatory tender and remarketing, the 2021 Variable Rate Bonds may be converted, at the option of the Authority, to bear interest calculated pursuant to a different Interest Rate Determination Method (which may be the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Index Rate, the Term Rate or the Fixed Rate). See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Conversion of Interest Rate Determination Method."

This Official Statement is not intended to provide information about the 2021 Variable Rate Bonds after Conversion from the applicable Term Rate or Index Rate to another Interest Rate Determination Method, other than the Stepped Rate, or upon establishment of a new Term Rate or new Index Rate following the end of the initial Term Rate Period or Index Rate Period.

This Official Statement generally describes the 2021 Variable Rate Bonds while bearing interest at the Term Rate or Index Rate in their respective Term Rate Period or Index Rate Period shown in the SUMMARY OF OFFERING. Prospective purchasers of the 2021 Variable Rate Bonds bearing interest during an interest rate period other than the applicable Term Rate Period or Index Rate Period shown in the SUMMARY OF OFFERING should not rely on this Official Statement. The summary of certain provisions of the 2021 Variable Rate Bonds set forth in this Official Statement is only applicable to 2021 Variable Rate Bonds bearing interest at the applicable Term Rate or Index Rate during the applicable Term Rate Period or Index Rate Period shown in the SUMMARY OF OFFERING, or at a Stepped Rate. If the interest rate period for any Series of 2021 Variable Rate Bonds is converted from a Term Rate Period or an Index Rate Period, as applicable, to any other Interest Rate Determination Method, other than the Stepped Rate, such Series of 2021 Variable Rate Bonds will be subject to mandatory tender for purchase. In that case, it is expected that the Authority will prepare a new disclosure document to describe the new Interest Rate Determination Method with respect to any such Series of 2021 Variable Rate Bonds. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE."

Redemption Terms of the 2021 Series Bonds

Optional Redemption of 2021 Series A Bonds. The 2021 Series A Bonds bearing interest at the Term Rate are subject to redemption at the option of the Authority in whole or in part, in Authorized Denominations, on: (1) during the initial Term Rate Period for the 2021 Series A Bonds, any date on or after October 1, 2027, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium; and (2) the day following the last day of any Term Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium.

Optional Redemption of 2021 Series B Bonds. The 2021 Series B Bonds bearing interest at the Index Rate are subject to redemption at the option of the Authority in whole or in part, in Authorized Denominations, on: (1) during the initial Index Rate Period for the 2021 Series B Bonds, any date on or after October 1, 2023, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium; and (2) the day following the last day of any Index Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium.

Optional Redemption of 2021 Series C Bonds. The 2021 Series C Bonds bearing interest at the Index Rate are subject to redemption at the option of the Authority in whole or in part, in Authorized Denominations, on: (1) during the initial Index Rate Period for the 2021 Series C Bonds, any date on or after October 1, 2025, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium; and (2) the day following the last day of any Index Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium.

Optional Redemption with 2021 Series F-1 Bonds.

Optional Redemption at Par. The 2021 Series F-1 Bonds maturing on or after April 1, 2032 shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, in Authorized Denominations, on any date on or after April 1, 2031, at a redemption price equal to the principal amount of 2021 Series F-1 Bonds called for redemption plus accrued and unpaid interest to the date fixed for redemption, without premium.

Optional Redemption at Make-Whole Redemption Price. The 2021 Series F-1 Bonds shall additionally be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, in Authorized Denominations, on any date prior to April 1, 2031, at a redemption price equal to the 2021 Series F-1 Make-Whole Redemption Price.

"2021 Series F-1 Make-Whole Redemption Price" means, with respect to any 2021 Series F-1 Bond to be redeemed as described under this heading, the amount calculated by the 2021 Series F-1 Designated Consultant equal to the greater of:

(a) 100% of the principal amount of the 2021 Series F-1 Bonds to be redeemed; or

(b) the sum of the present values of the applicable remaining payments of principal and interest on the 2021 Series F-1 Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which such 2021 Series F-1 Bonds are to be redeemed, discounted to the date of redemption of such 2021 Series F-1 Bonds on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the 2021 Series F-1 Treasury Rate plus 15 basis points (0.15%);

plus, in each case, accrued and unpaid interest on the 2021 Series F-1 Bonds to be redeemed to the date fixed for redemption.

For purposes of calculating the 2021 Series F-1 Make-Whole Redemption Price with respect to the 2021 Series F-1 Bonds:

"2021 Series F-1 Designated Consultant" means an independent accounting firm, investment banking firm, or municipal advisor retained by the Authority at the Authority's expense.

"2021 Series F-1 Treasury Rate" means with respect to any redemption date for a particular 2021 Series F-1 Bond, the yield to maturity of United States Treasury securities (excluding inflation indexed securities) with a constant maturity (as compiled and published in the Federal Reserve Statistical Release H.15 (519) that has become publicly available not less than two (2) Business Days nor more than forty-five

(45) calendar days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)), most nearly equal to the period from the redemption date to the maturity date of the 2021 Series F-1 Bond to be redeemed, as determined by the 2021 Series F-1 Designated Consultant.

The Authority shall retain the 2021 Series F-1 Designated Consultant to determine the 2021 Series F-1 Make-Whole Redemption Price and perform all actions and make all calculations required to determine the 2021 Series F-1 Make-Whole Redemption Price. The Authority and the Trustee may conclusively rely on the 2021 Series F-1 Designated Consultant's calculations in connection with, and its determination of, the 2021 Series F-1 Make-Whole Redemption Price, and neither the Authority nor the Trustee will have any liability for their reliance. The determination of the 2021 Series F-1 Make-Whole Redemption Price by such 2021 Series F-1 Designated Consultant shall be conclusive and binding on the Trustee and the owners of the 2021 Series F-1 Bonds.

Mandatory Redemption. The 2021 Series A Bonds maturing on April 1, 2056 are subject to mandatory redemption from Sinking Fund Installments for such 2021 Series A Bonds, on each date a Sinking Fund Installment for such 2021 Series A Bonds is due, and in the principal amount equal to the Sinking Fund Installment due on such date at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium. Sinking Fund Installments for the 2021 Series A Term Bond maturing on April 1, 2056 shall be due in such amounts and on such dates as follows:

2021 Series A Bonds Term Bond
Maturing April 1, 2056

Redemption Date (April 1)	*Sinking Fund Installment ($)*
2040	2,420,000
2041	8,880,000
2042	9,185,000
2043	9,515,000
2044	9,840,000
2045	10,200,000
2046	2,360,000
2047	2,420,000
2048	2,470,000
2049	2,550,000
2050	2,615,000
2051	2,680,000
2052	13,475,000
2053	13,810,000
2054	14,135,000
2055	14,470,000
2056†	83,810,000

† Final Maturity

The 2021 Series B Bonds maturing on April 1, 2056 are subject to mandatory redemption from Sinking Fund Installments for such 2021 Series B Bonds, on each date a Sinking Fund Installment for such 2021 Series B Bonds is due, and in the principal amount equal to the Sinking Fund Installment due on such date at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium. Sinking Fund Installments for the 2021 Series B Term Bond maturing on April 1, 2056 shall be due in such amounts and on such dates as follows:

2021 Series B Bonds Term Bond
Maturing April 1, 2056

Redemption Date (April 1)	*Sinking Fund Installment ($)*
2040	670,000
2041	2,465,000
2042	2,555,000
2043	2,635,000
2044	2,735,000
2045	2,835,000
2046	650,000
2047	670,000
2048	690,000
2049	710,000
2050	725,000
2051	745,000
2052	3,740,000
2053	3,830,000
2054	3,925,000
2055	4,015,000
2056†	23,255,000

† Final Maturity

The 2021 Series C Bonds maturing on April 1, 2056 are subject to mandatory redemption from Sinking Fund Installments for such 2021 Series C Bonds, on each date a Sinking Fund Installment for such 2021 Series C Bonds is due, and in the principal amount equal to the Sinking Fund Installment due on such date at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium. Sinking Fund Installments for the 2021 Series C Term Bond maturing on April 1, 2056 shall be due in such amounts and on such dates as follows:

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2021 Series C Bonds Term Bond
Maturing April 1, 2056

Redemption Date (April 1)	*Sinking Fund Installment ($)*
2040	1,180,000
2041	4,340,000
2042	4,485,000
2043	4,645,000
2044	4,800,000
2045	4,980,000
2046	1,150,000
2047	1,180,000
2048	1,205,000
2049	1,245,000
2050	1,270,000
2051	1,305,000
2052	6,580,000
2053	6,745,000
2054	6,905,000
2055	7,070,000
2056†	40,915,000

† Final Maturity

Purchase in Lieu of Redemption. In lieu of mandatory redemption, the Authority may surrender to the Senior Indenture Trustee for cancellation any 2021 Variable Rate Bonds purchased by the Authority, and such 2021 Variable Rate Bonds shall be cancelled by the Senior Indenture Trustee. If any 2021 Variable Rate Bonds are so cancelled, the Authority may designate the Sinking Fund Installments or portions thereof with respect to any Term Bonds of a Series and maturity of the 2021 Variable Rate Bonds that are to be reduced as a result of such cancellation, in an aggregate amount equal to the principal amount of 2021 Variable Rate Bonds of such series and maturity so purchased and cancelled.

Selection of 2021 Variable Rate Bonds for Redemption. In the event of an optional redemption of any 2021 Variable Rate Bond, the Authority will designate which Series and maturities of such 2021 Variable Rate Bonds are to be called for redemption; provided that prior to the successful remarketing of any Series of 2021 Variable Rate Bonds, any partial redemption of such Series of 2021 Variable Rate Bonds shall be applied to reduce scheduled Sinking Fund Installments of such Series for such date as designated by the Authority, subject to minimum Authorized Denominations. If less than all of the 2021 Variable Rate Bonds of any Series maturing by their terms on any one date are to be redeemed at any one time, the Senior Indenture Trustee shall select the 2021 Variable Rate Bonds of such maturity date to be redeemed, from the Outstanding 2021 Variable Rate Bonds of such maturity not previously called for redemption, in Authorized Denominations, by lot or by such other method as the securities depository shall use, or if no such method is prescribed by the securities depository, as the Senior Indenture Trustee determines to be fair and reasonable. DTC's stated practice is to determine by lot the amount of the interest of each DTC Direct Participant within a Series of Bonds to be redeemed. See APPENDIX D — "BOOK-ENTRY ONLY SYSTEM." The Authority may designate which Sinking Fund Installments, or portions thereof, that are to be reduced as a result of such optional redemption.

If less than all of the 2021 Variable Rate Bonds of a Series maturing by their terms on any one date are to be redeemed at any one time with Sinking Fund Installments, the Trustee shall select the 2021

Variable Rate Bonds of such Series and maturity to be redeemed by lot or by such other method as the securities depository shall use, or if no such method is prescribed by the securities depository, as the Senior Indenture Trustee determines to be fair and reasonable; provided that, prior to the successful remarketing of any 2021 Variable Rate Bonds, any partial redemption of such 2021 Variable Rate Bonds shall be applied to reduce scheduled Sinking Fund Installments of such Series for such date as designated by the Authority, subject to minimum Authorized Denominations. For purposes of such selection, 2021 Variable Rate Bonds of each Series and maturity shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed.

Selection of 2021 Series F-1 Bonds for Redemption. In the event of an optional redemption of any 2021 Series F-1 Bond, the Authority will designate which maturities of the 2021 Series F-1 Bonds are to be called for redemption. If the 2021 Series F-1 Bonds are not registered in book-entry only form, any redemption of less than all of a maturity of the 2021 Series F-1 Bonds shall be effected by the Senior Indenture Trustee among owners on a pro-rata basis subject to minimum Authorized Denominations. The particular 2021 Series F-1 Bonds to be redeemed shall be determined by the Senior Indenture Trustee using such method as it shall deem fair and appropriate. If the 2021 Series F-1 Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of the 2021 Series F-1 Bonds, if less than all of the 2021 Series F-1 Bonds of a maturity are called for prior redemption, the particular 2021 Series F-1 Bonds or portions thereof to be redeemed shall be selected on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided that, so long as the 2021 Series F-1 Bonds are held in book-entry form, the selection for redemption of such 2021 Series F-1 Bonds shall be made in accordance with the operational arrangements of DTC then in effect that at issuance provided for adjustment of the principal by a factor provided pursuant to DTC operational arrangements. If the Senior Indenture Trustee does not provide the necessary information and identify the redemption as on a Pro Rata Pass-Through Distribution of Principal basis, the 2021 Series F-1 Bonds shall be selected for redemption by lot in accordance with DTC procedures. Redemption allocations made by DTC, the DTC Participants or such other intermediaries that may exist between the Authority and the Beneficial Owners are to be made on a "Pro Rata Pass-Through Distribution of Principal" basis as described above. If the DTC operational arrangements do not allow for the redemption of the 2021 Series F-1 Bonds on a Pro Rata Pass-Through Distribution of Principal basis as described above, then the 2021 Series F-1 Bonds shall be selected for redemption by lot in accordance with DTC procedures.

Notice of Redemption

Each notice of redemption is to be mailed by the Senior Indenture Trustee not less than twenty (20) nor more than sixty (60) days prior to the redemption date to DTC. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of 2021 Series Bonds will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send a notice of redemption except to DTC. Failure of DTC or Beneficial Owners to receive any notice of redemption or any defect therein will not affect the sufficiency of any proceedings for redemption.

Conditional Notice of Redemption; Rescission

Any notice of optional redemption of the 2021 Series Bonds delivered in accordance with the Senior Indenture may be conditional and if any condition stated in the notice of redemption is not satisfied on or prior to the redemption date, said notice will be of no force and effect and the Authority will not be required to redeem such 2021 Series Bonds and the redemption will be cancelled and the Senior Indenture Trustee will within a reasonable time thereafter give notice to the persons and in the manner in which the notice of redemption was given that such condition or conditions were not met and that the redemption was cancelled.

In addition, the Authority may, at its option, on or prior to the date fixed for optional redemption in any notice of redemption of the 2021 Series Bonds, rescind and cancel such notice of redemption by Written Request of the Authority to the Senior Indenture Trustee, and any optional redemption of the 2021 Series Bonds and notice thereof will be rescinded and cancelled and the Senior Indenture Trustee is to mail notice of such cancellation to the recipients of the notice of redemption being cancelled pursuant to the provisions of the Senior Indenture.

Any optional redemption of the 2021 Series Bonds and notice thereof will be rescinded and cancelled if for any reason on the date fixed for optional redemption moneys are not available in the Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the 2021 Series Bonds called for optional redemption and such failure to optionally redeem the 2021 Series Bonds called for redemption is not a default under the Senior Indenture.

Effect of Redemption

Notice of redemption having been duly given pursuant to the Senior Indenture and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the 2021 Series Bonds (or portions thereof) so called for redemption being held by the Senior Indenture Trustee, on the redemption date designated in such notice, the 2021 Series 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 date fixed for redemption. Thereafter, interest on such 2021 Series Bonds shall cease to accrue, and said 2021 Series Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Senior Indenture.

Global Clearance Procedures

See APPENDIX H hereto, entitled "GLOBAL CLEARANCE PROCEDURES," for a description of global clearance procedures with respect to the 2021 Series Bonds.

THE AUTHORITY AND THE SENIOR INDENTURE TRUSTEE CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM CUSTOMERS, EUROCLEAR OR EUROCLEAR PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE 2021 SERIES BONDS (1) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM ON THE 2021 SERIES BONDS; (2) CONFIRMATIONS OF THEIR OWNERSHIP INTERESTS IN THE 2021 SERIES BONDS; OR (3) OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS PARTNERSHIP NOMINEE, AS THE REGISTERED OWNER OF THE 2021 SERIES BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS, CLEARSTREAM, CLEARSTREAM CUSTOMERS, EUROCLEAR OR EUROCLEAR PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

THE AUTHORITY AND THE SENIOR INDENTURE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OF DTC CLEARSTREAM, CLEARSTREAM CUSTOMERS, EUROCLEAR, EUROCLEAR PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANTS OR

INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM CUSTOMERS, EUROCLEAR OR EUROCLEAR PARTICIPANTS; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM CUSTOMERS, EUROCLEAR OR EUROCLEAR PARTICIPANTS OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PRICE ON THE 2021 SERIES BONDS; (3) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM CUSTOMERS, EUROCLEAR OR EUROCLEAR PARTICIPANTS OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER THE TERMS OF THE CERTIFICATE; OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE REGISTERED HOLDER OF THE 2021 SERIES BONDS.

THE INFORMATION CONTAINED HEREIN, IN APPENDIX D AND IN APPENDIX H CONCERNING DTC, CLEARSTREAM AND EUROCLEAR AND THEIR BOOK-ENTRY SYSTEMS HAS BEEN OBTAINED FROM DTC, CLEARSTREAM AND EUROCLEAR, RESPECTIVELY, AND NEITHER THE AUTHORITY NOR THE UNDERWRITERS MAKES ANY REPRESENTATION AS TO THE COMPLETENESS OR THE ACCURACY OF SUCH INFORMATION OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION.

2021 VARIABLE RATE BONDS IN TERM RATE OR INDEX RATE MODE

Interest Rate Determination Methods

General. From the delivery date until the end of the Term Rate Period shown in the SUMMARY OF OFFERING, the 2021 Series A Bonds will bear interest at the Term Rate as shown. From the delivery date until the end of the Index Rate Period shown in the SUMMARY OF OFFERING, the 2021 Series B Bonds and the 2021 Series C Bonds will bear interest at the Index Rate as shown. Following mandatory tender, the Authority has the right to change the Interest Rate Determination Method for all (but not less than all) of any Series of the 2021 Variable Rate Bonds to a different Interest Rate Determination Method (which may be the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Index Rate, the Term Rate or the Fixed Rate). See "– Conversion of Interest Rate Determination Method" below.

Prior to the end of each of the respective initial Term Rate Period or Index Rate Period, the Authority will appoint one or more remarketing agents for the respective Series of the 2021 Variable Rate Bonds, each of which is referred to herein as "Remarketing Agent" and collectively as "Remarketing Agents," and an Index Agent, which initially will be the Senior Indenture Trustee. See "REMARKETING AGENTS" below.

While in the Term Rate or Index Rate Mode, the 2021 Variable Rate Bonds are not subject to tender for purchase and remarketing at the option of the Owner or Beneficial Owners of such 2021 Variable Rate Bonds. The 2021 Variable Rate Bonds are subject to mandatory tender for purchase as described below under "—Mandatory Tender Provisions." There will be no Credit Support Instrument supporting any of the 2021 Variable Rate Bonds while in the initial Term Rate Period or Index Rate Period.

2021 Series A Bonds Term Rate. While the 2021 Series A Bonds are in the Term Rate Period shown in the SUMMARY OF OFFERING and until Conversion to another Interest Rate Determination Method or the establishment of a new Term Rate Period and a new Term Rate, such 2021 Series A Bonds will bear interest at the Term Rate for such Series shown in the SUMMARY OF OFFERING.

The Authority has selected the duration of the initial Term Rate Period for the 2021 Series A Bonds issued in the Term Rate Mode. The Term Rate Period for the 2021 Series A Bonds commences on the delivery date and ends on the day prior to the Purchase Date for such 2021 Series A Bonds shown in the SUMMARY OF OFFERING. Any subsequent Term Rate Period for the 2021 Series A Bonds commences on the Term Rate Conversion Date and ends on a day that precedes a Business Day selected by the Authority that is a minimum of 180 days after the Term Rate Conversion Date, but in no event later than the maturity date of such 2021 Series A Bonds. Upon such selection, such Business Day will be an Interest Payment Date for such 2021 Series A Bonds.

Each Term Rate, except the initial Term Rate established upon issuance of the 2021 Series A Bonds, will be the rate of interest that, if borne by such 2021 Variable Rate Bonds in such Term Rate Period, would, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for tax-exempt securities that are of the same general nature as the Series of 2021 Variable Rate Bonds, or tax-exempt securities that are competitive as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Series of 2021 Variable Rate Bonds, be the lowest interest rate that would enable such Remarketing Agent to place such 2021 Variable Rate Bonds at a price of par on the first day of such Term Rate Period.

The duration of the Term Rate Period and the Stepped Rate, to be applicable to the 2021 Series A Bonds should insufficient funds be available for their purchase at the end of such Term Rate Period, shall for the 2021 Series A Bonds initial Term Rate Period be as specified in the Thirtieth Supplemental Indenture and shall for any 2021 Series A Bonds subsequent Term Rate Period, be as specified in the Pricing Notice given with respect to the Conversion of the 2021 Series A Bonds to any new Term Rate and Term Rate Period. See "*Term Rate Continuation*" and "— Insufficient Funds; Stepped Rate" below.

Term Rate Continuation. On any date a Series of 2021 Variable Rate Bonds in a Term Rate Period is subject to optional redemption or as of the day following the last day of a Term Rate Period for any Series of 2021 Variable Rate Bonds, unless the Authority has given a Conversion Notice with respect to the Conversion of such Series of 2021 Variable Rate Bonds to another Interest Rate Determination Method, the Authority may establish a new Term Rate Period and Term Rate for such Series of 2021 Variable Rate Bonds with such right to be exercised by delivery of a written notice (a "Term Rate Continuation Notice") to the Senior Indenture Trustee, the Remarketing Agent and the applicable Credit Provider (if any) for such Series of 2021 Variable Rate Bonds no less than thirty-five (35) days prior to the effective date of the new Term Rate Period. **There is no Credit Provider for the 2021 Series A Bonds during the Term Rate Period**.

Upon receipt of a Term Rate Continuation Notice from the Authority, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed Term Rate Period, the Senior Indenture Trustee will give notice by first-class mail to the Owners of the affected Series of 2021 Variable Rate Bonds, which notice will state in substance:

- that a new Term Rate Period and Term Rate is to be established for such Series of 2021 Variable Rate Bonds on the applicable Term Rate Conversion Date if the conditions specified in the Senior Indenture (and generally described in such notice) are satisfied on or before such date;

- the first day of the new Term Rate Period;

- that the Authority has delivered to the Senior Indenture Trustee the form of an Opinion of Bond Counsel proposed to be delivered to the Senior Indenture Trustee in connection with the continuation of the 2021Series A Bonds in the Term Rate;

- that a new Term Rate Period and Term Rate for such Series of 2021 Variable Rate Bonds will not be established unless an Opinion of Bond Counsel is delivered to the Senior Indenture

Trustee on (and as of) the first day of the new Term Rate Period and all such Series of 2021 Variable Rate Bonds are successfully remarketed in the new Term Rate Period and at the new Term Rate on the first day thereof;

- the CUSIP numbers or other identification information of such Series of Series of 2021 Variable Rate Bonds;

- that all affected 2021 Variable Rate Bonds are subject to mandatory tender for purchase on the first day of the new Term Rate Period, only upon a successful remarketing of the affected 2021 Variable Rate Bonds at the new Term Rate, at the purchase price of 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the first day of the new Term Rate Period (the "Purchase Price"); and

- that, to the extent that there shall be on deposit with the Senior Indenture Trustee on the first day of the new Term Rate Period an amount of money sufficient to pay the Purchase Price thereof, all such Series of 2021 Variable Rate Bonds not delivered to the Senior Indenture Trustee on or prior to such date will be deemed to have been properly tendered for purchase and will cease to constitute or represent a right on behalf of the Owner thereof to the payment of principal thereof or interest thereon and will represent and constitute only the right to payment of the Purchase Price on deposit with the Senior Indenture Trustee, without interest accruing thereon after such date.

The Authority must also deliver a Pricing Notice to the Senior Indenture Trustee no later than two Business Days prior to the effective date of the new Term Rate Period, which must specify: (1) the duration of the Term Rate Period, (2) the optional redemption provisions applicable to such Series of 2021 Variable Rate Bonds during such Term Rate Period, if any, and (3) the Stepped Rate to be applicable to such Series of 2021 Variable Rate Bonds should insufficient funds be available to purchase such bonds at the end of such Term Rate Period. See "— Insufficient Funds; Stepped Rate" below.

Limitations on the Establishment of New Term Rates and New Term Rate Periods. Any establishment of a new Term Rate and Term Rate Period for any Series of the 2021 Variable Rate Bonds must comply with the following:

- the first day of such new Term Rate Period must be (i) a date on which such 2021 Variable Rate Bonds are subject to optional redemption, or (ii) a date on which such Series of 2021 Variable Rate Bonds are subject to mandatory tender pursuant to the applicable provisions of the Senior Indenture;

- the first day of such new Term Rate Period must be a Business Day; and

- no new Term Rate shall become effective unless an Opinion of Bond Counsel is delivered on (and as of) the first day of the new Term Rate Period and all such Outstanding 2021 Variable Rate Bonds are successfully remarketed in the new Term Rate Period at the new Term Rate on the first day of the new Term Rate Period.

End of Term Rate. In the event the Authority has not given a Term Rate Continuation Notice or a Conversion Notice with respect to a Series of 2021 Variable Rate Bonds bearing interest at a Term Rate at the time required, or if the conditions to the effectiveness of a new Term Rate Period and new Term Rate or the conditions to Conversion to another Rate Period are not satisfied, including as a result of the Remarketing Agent failing to establish a Term Rate as provided in the Senior Indenture, then on the day following the last day of the current Term Rate Period, a Weekly Rate Period shall automatically commence for such Series of 2021 Variable Rate Bonds; provided that such 2021 Variable Rate Bonds shall not be subject to optional tender by the Owners thereof and shall bear interest at a rate of interest equal to the Stepped Rate determined on each Stepped Rate Determination Date. See "— Insufficient Funds; Stepped Rate" below.

The 2021 Series A Bonds will not be supported by a Credit Support Instrument during the Term Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket any of the 2021 Series A Bonds at a new Term Rate or to convert any such 2021 Series A Bonds to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "— Insufficient Funds; Stepped Rate" below.

2021 Series B Bonds and 2021 Series C Bonds SIFMA Index Rate. Until such time as the 2021 Series B Bonds or 2021 Series C Bonds, as applicable, are successfully converted to another Interest Rate Determination Method, all 2021 Series B Bonds or 2021 Series C Bonds, as applicable, will bear interest at the SIFMA Index Rate determined by the Index Agent or, following the end of the Index Rate Period upon a failure to remarket the 2021 Series B Bonds or 2021 Series C Bonds, as applicable, at the Stepped Rate. See "DESCRIPTION OF THE 2021 SERIES BONDS – The 2021 Series B Bonds and 2021 Series C Bonds" above and "— Insufficient Funds; Stepped Rate" below. The determinations of Index Rates shall be conclusive and binding upon the Authority, the Senior Indenture Trustee, the Remarketing Agents, the Index Agent and the Owners. The Index Agent will furnish the Index Rate to the Senior Indenture Trustee (if the Senior Indenture Trustee is not also the Index Agent) and, upon the request of an Owner, the Senior Indenture Trustee shall confirm by Electronic means the Index Rate then in effect or, alternatively, the Senior Indenture Trustee may make such information available by readily accessible Electronic means.

Neither Series of 2021 Index Rate Bonds will be supported by a Credit Support Instrument during the applicable Index Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket all 2021 Index Rate Bonds of the applicable Series at a new Index Rate or to convert any such 2021 Index Rate Bonds to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "— Insufficient Funds; Stepped Rate" below.

Subsequent Index Rate Periods. In connection with any future Conversion of a Series of 2021 Variable Rate Bonds to an Index Rate Period, or upon the establishment of a new Index Rate following the end of the initial Index Rate Period, the Remarketing Agent will determine the Applicable Spread to be used in calculating the Index Rate for such Series of 2021 Variable Rate Bonds on or before the Index Rate Determination Date preceding the Conversion Date or Purchase Date. Each such Applicable Spread will be the amount that, when added to or subtracted from the Index Rate Index, will result in the minimum Index Rate that, in the judgment of the Remarketing Agent under then-existing market conditions, will result in the remarketing of such 2021 Variable Rate Bonds on their Conversion Date or Purchase Date at a price equal to 100% of the principal amount thereof.

In addition, with respect to any subsequent Index Rate Periods, the duration of the Index Rate Period, the Stepped Rate to be applicable to such 2021 Variable Rate Bonds should insufficient funds be available for their purchase at the end of such Index Rate Period, the next Purchase Date, the Index Rate Index, the frequency with which the Index Rate will be recalculated, the Interest Payment Dates applicable to the 2021 Variable Rate Bonds and any alternative Index Rate Determination Dates shall be as specified in the Pricing Notice given with respect to the Conversion of such 2021 Variable Rate Bonds to the Index Rate Period or with respect to any new Index Rate and Index Rate Period for such 2021 Variable Rate Bonds then bearing interest at an Index Rate. See "*Index Rate Continuation*" and "— Insufficient Funds; Stepped Rate" below.

Index Rate Continuation. On any date a Series of 2021 Variable Rate Bonds in an Index Rate Period are subject to optional redemption, or as of the Purchase Date of any Series of 2021 Variable Rate Bonds in an Index Rate Period, unless the Authority has given a Conversion Notice with respect to the Conversion of such Series of 2021 Variable Rate Bonds to another Interest Rate Determination Method, the Authority may establish a new Index Rate Period for such Series of 2021 Variable Rate Bonds by delivery of a written notice (an "Index Rate Continuation Notice") to the Senior Indenture Trustee, the Index Agent (if the Senior Indenture Trustee is not the Index Agent), and the Remarketing Agent for such Series of 2021 Variable Rate Bonds no less than thirty-five (35) days prior to the effective date of the new Index Rate Period.

The Conversion Notice and the Index Rate Continuation Notice must contain: (1) the proposed Conversion Date; (2) the new Interest Rate Determination Method to take effect; (3) whether any Credit Support Instrument then in effect, if any, will remain in effect and, if applicable, the terms upon which the Owners of such Series of 2021 Variable Rate Bonds shall have the option to tender such 2021 Variable Rate Bonds for purchase during the new Interest Rate Determination Method; (4) if a new Credit Support Instrument will be in effect for such Series of 2021 Variable Rate Bonds after the proposed Conversion Date, the form and terms of such Credit Support Instrument; and (5) if the Conversion is to the Fixed Rate, the redemption dates and redemption prices applicable to such Fixed Rate Period.

The Authority will also deliver a Pricing Notice to the Senior Indenture Trustee no later than five Business Days prior to the effective date of the new Index Rate Period. The Pricing Notice delivered in connection with a Conversion to or continuation of an Index Rate must specify: (1) the duration of the Index Rate Period, (2) the optional redemption provisions applicable to such Series of 2021 Variable Rate Bonds during such Index Rate Period, if any, (3) the Stepped Rate (as defined below) to be applicable to such Series of 2021 Variable Rate Bonds should insufficient funds be available to purchase such bonds at the end of such Index Rate Period, (4) the proposed next Purchase Date, if any, (5) the Index Rate Index, if other than the SIFMA Swap Index, (6) the frequency with which the Index Rate shall be recalculated, (7) the proposed Interest Payment Dates applicable to such Series of 2021 Variable Rate Bonds while bearing interest in an Index Rate Period, and (8) alternative Index Rate Determination Dates and Stepped Rate Determination Dates, if any.

The first day of such new Index Rate Period shall be a Purchase Date on which such Series of 2021 Variable Rate Bonds are subject to optional redemption or to mandatory tender pursuant to the applicable provisions of the Senior Indenture. Each such 2021 Variable Rate Bond will be subject to mandatory tender on the first day of such new Index Rate Period for purchase at its Purchase Price. No new Index Rate Period shall become effective unless an Opinion of Bond Counsel is delivered on (and as of) the first day of the new Index Rate Period and unless all such Outstanding 2021 Variable Rate Bonds of such Series are successfully remarketed in the new Index Rate Period at the new Index Rate on the first day of the new Index Rate Period.

Notice to Owners. Upon receipt of an Index Rate Continuation Notice from the Authority, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed new Index Rate Period, the Senior Indenture Trustee must give notice by first-class mail to the Owners of the affected 2021 Variable Rate Bonds, the Index Agent (if the Senior Indenture Trustee is not the Index Agent) and the Remarketing Agent, which notice will (1) state in substance that a new Index Rate Period is to be established for such Series of 2021 Variable Rate Bonds on the applicable Index Rate Conversion Date if the conditions specified in the Senior Indenture (and generally described in such notice) are satisfied on or before such date, (2) state that a new Index Rate Period shall not be established unless an Opinion of Bond Counsel is delivered to the Senior Indenture Trustee on (and as of) the first day of the new Index Rate Period and all such 2021 Variable Rate Bonds of such Series are successfully remarketed in the new Index Rate Period and at the new Index Rate on the first day thereof, and (3) additional information required by the Senior Indenture.

End of Index Rate. In the event the Authority has not given an Index Rate Continuation Notice or a Conversion Notice with respect to a Series of 2021 Variable Rate Bonds bearing interest at an Index Rate at the time required, or if the conditions to the effectiveness of a new Index Rate Period and new Index Rate or the conditions to Conversion to another Rate Period are not satisfied, then on the day following the last day of the current Index Rate Period, a Weekly Rate Period shall automatically commence for such Series of 2021 Variable Rate Bonds, provided that such Series of 2021 Variable Rate Bonds shall not be subject to optional tender and such Series of 2021 Variable Rate Bonds shall bear interest at a rate of interest equal to the Stepped Rate until they are successfully remarketed.

Neither Series of 2021 Index Rate Bonds will be supported by a Credit Support Instrument during the applicable Index Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket all such 2021 Index Rate Bonds at a new Index Rate or to convert any such 2021 Index Rate Bonds to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "— Insufficient Funds; Stepped Rate" below.

Insufficient Funds; Stepped Rate

For any Series of 2021 Variable Rate Bonds bearing interest in a Term Rate Period or an Index Rate Period and not supported by a Credit Support Instrument, if sufficient funds are not available for the purchase of all 2021 Variable Rate Bonds of such Series tendered or deemed tendered and required to be purchased on the Purchase Date following the end of the applicable Term Rate Period or the Index Rate Period, all 2021 Variable Rate Bonds of such Series shall automatically convert to a Weekly Rate Period and bear interest at a rate of interest equal to the Stepped Rate from such Failed Tender Date (as defined below) until all such 2021 Variable Rate Bonds are purchased, such rate to be determined in accordance with the Thirtieth Supplemental Indenture, and all tendered 2021 Variable Rate Bonds of such Series shall be returned to their respective Owners. Notwithstanding anything to the contrary in the Senior Indenture, such 2021 Variable Rate Bonds bearing interest in a Weekly Rate Period at the Stepped Rate shall not be subject to optional tender by the Owners thereof. Interest on a Series of 2021 Variable Rate Bonds while in the Weekly Rate Period bearing interest at the Stepped Rate will be payable on the first Business Day of each month following the Failed Tender Date and the Record Date for such payment of interest will be the Business Day next preceding such interest payment date. No Opinion of Bond Counsel is required in connection with this automatic adjustment to a Weekly Rate Period. Such failed purchase and return will not constitute an Event of Default. In addition, the Remarketing Agent shall remain obligated to remarket such Series of 2021 Variable Rate Bonds and such Series of 2021 Variable Rate Bonds bearing interest at a Stepped Rate shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in the Senior Indenture. **None of the 2021 Variable Rate Bonds will be supported by a Credit Support Instrument while in the respective initial Term Rate Period or Index Rate Period**.

From the Failed Tender Date until all of the affected Series of 2021 Variable Rate Bonds are purchased as required under the Senior Indenture, such Series of 2021 Variable Rate Bonds shall, during each Weekly Rate Period (or portion thereof), bear interest at the applicable Stepped Rate calculated by the Index Agent. The Stepped Rate applicable to any Series of 2021 Variable Rate Bonds will be determined by the Index Agent based upon the Stepped Rate Index determined each Stepped Rate Determination Date, which is defined to mean the applicable Failed Tender Date and each Wednesday thereafter, or if any such Wednesday is not a Business Day then the next preceding Business Day, such date being the same day the SIFMA Swap Index is expected to be published or otherwise made available to the Index Agent, and if the SIFMA Swap Index is published on a different day, such day will be the Stepped Rate Determination Date.

The Stepped Rate Index so calculated will apply to the Calendar Week from and including the immediately succeeding Thursday, or if calculated on a Thursday, on such Thursday, to and including the following Wednesday or for the initial period from the Failed Tender Date to and including the Wednesday following the Failed Tender Date, unless the Failed Tender Date is a Wednesday in which event such rate will be based on the SIFMA Swap Index determined on the prior Wednesday and will only apply on the Failed Tender Date; provided that different Stepped Rate Determination Dates may be specified in the Pricing Notice relating to the establishment of a new Term Rate Period or Index Rate Period for any Series of 2021 Variable Rate Bonds.

The Senior Indenture Trustee will furnish the Stepped Rate calculations to the Authority by Electronic means on each Stepped Rate Determination Date and each other Stepped Rate Determination Date.

"Stepped Rate" means the rate or rates of interest applicable with respect to any Series of 2021 Variable Rate Bonds should insufficient funds be available to purchase such 2021 Variable Rate Bonds in connection with a mandatory tender at the end of a Term Rate Period or an Index Rate Period during which such Series of 2021 Variable Rate Bonds is not supported by a Credit Support Instrument, as specified by the Authority in the Pricing Notice delivered in connection with the Conversion of such Series of Bonds to a Term Rate Period or an Index Rate Period or with the continuation of a Term Rate Period or Index Rate Period with respect to such Series of 2021 Variable Rate Bonds pursuant to the terms of the Senior Indenture. If no Stepped Rate was specified in the Pricing Notice relating to the expiring Term Rate Period or Index Rate Period for such Series of 2021 Variable Rate Bonds, and upon issuance with respect to the initial Term Rate Period for the 2021 Series A Bonds and the initial Index Rate Period for the 2021 Series B Bonds and 2021 Series C Bonds, the Stepped Rate will be: (a) for the period from and including the Failed Tender Date to but excluding the ninetieth (90th) day thereafter, a per annum interest rate equal to the Stepped Rate Index plus 2.50%; (b) for the period from and including the ninetieth (90th) day after the Failed Tender Date to but excluding the one hundred eightieth (180th) day after the Failed Tender Date, a per annum interest rate equal to the greater of (i) the Stepped Rate Index plus 5.00% or (ii) 7.50%; and (c) thereafter, the Maximum Interest Rate; provided that the Stepped Rate shall never be less than the rate of interest applicable to such Series of 2021 Variable Rate Bonds on the Business Day prior to the Failed Tender Date. Notwithstanding anything to the contrary in this definition or the Senior Indenture, the Stepped Rate will never exceed twelve percent (12%) per annum.

"Stepped Rate Index" means an index specified by the Authority in the Pricing Notice delivered in connection with the Conversion of a Series of 2021 Variable Rate Bonds to a Term Rate Period or an Index Rate Period or with the continuation of a Term Rate Period or Index Rate Period with respect to such Series of 2021 Variable Rate Bonds pursuant to the terms of the Senior Indenture. If no Stepped Rate Index was specified in the Pricing Notice relating to the expiring Term Rate Period or Index Rate Period for such 2021 Variable Rate Bonds, and upon initial issuance with respect to the initial Term Rate Period for the 2021 Series A Bonds and the initial Index Rate Period for the 2021 Series B Bonds and 2021 Series C Bonds, the Stepped Rate Index shall be the SIFMA Swap Index (as defined above under "DESCRIPTION OF THE 2021 SERIES BONDS – The 2021 Series B Bonds and 2021 Series C Bonds").

"Failed Tender Date" means, for any Series of 2021 Variable Rate Bonds bearing interest at a Term Rate or an Index Rate, the date on which insufficient funds are available for the purchase of all 2021 Variable Rate Bonds of such Series tendered or deemed tendered and required to be purchased at the end of the Term Rate Period or Index Rate Period as described in the Senior Indenture.

Conversion of Interest Rate Determination Method

Right of Conversion. The Interest Rate Determination Method for any Series of the 2021 Variable Rate Bonds is subject to conversion from time to time by the Authority, from one Interest Rate Determination Method to another on any date on which such Series of 2021 Variable Rate Bonds is subject to optional redemption and on the date following the end of the applicable Term Rate Period or Index Rate Period, with such right to be exercised by delivery of a Conversion Notice to the Senior Indenture Trustee, the Index Agent, if any, and the Remarketing Agent for such Series. Upon receipt of a Conversion Notice from an Authorized Representative, as soon as possible, but in any event not less than thirty (30) days prior to the proposed Conversion Date, the Senior Indenture Trustee is to give notice by first-class mail to the affected Owners of the 2021 Variable Rate Bonds in accordance with the Senior Indenture. The Senior Indenture provides that such notice may be rescinded on or prior to the effective date of the Conversion. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Conversion of Interest Rate Determination Method." Such notice is to be delivered to DTC, the registered owner of the 2021 Variable Rate Bonds.

Failure to Convert. The Senior Indenture provides that after the end of a Term Rate or Index Rate Period upon a failed conversion of any Series of the 2021 Variable Rate Bonds from a Term Rate or Index Rate to another Interest Rate Determination Method or to a new Term Rate or Index Rate Period, such Series of 2021 Variable Rate Bonds will bear interest at the Stepped Rate described above. Unsuccessful conversions attempted prior to the end of a Term Rate or Index Rate Period do not result in a change in rate and the Owners of such 2021 Variable Rate Bonds will continue to hold such Bonds at the Term Rate or Index Rate until the end of a Term Rate or Index Rate Period. However, after the end of the applicable Term Rate or Index Rate Period, any Series of 2021 Variable Rate Bonds not remarketed will bear interest at the Stepped Rate.

In addition, the Remarketing Agent shall remain obligated to remarket such Series of 2021 Variable Rate Bonds and such Series of 2021 Variable Rate Bonds shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in the Senior Indenture.

Mandatory Tender Provisions

The 2021 Variable Rate Bonds will be subject to mandatory tender for purchase at the applicable Purchase Price on the proposed Conversion Date (if the proposed Conversion does not occur, the 2021 Variable Rate Bonds subject to mandatory purchase will not be purchased) to a new Interest Rate Determination Method specified in a Conversion Notice as described above under "Conversion of Interest Rate Determination Method."

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of 2021 Variable Rate Bonds will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send any notice to Beneficial Owners of 2021 Variable Rate Bonds.

Funding Mandatory Tenders of 2021 Variable Rate Bonds

The Authority expects funds to be made available to purchase 2021 Variable Rate Bonds tendered for purchase pursuant to the mandatory tender provisions described above by having the Remarketing Agents remarket the tendered 2021 Variable Rate Bonds and having the proceeds applied to purchase the tendered 2021 Variable Rate Bonds. See "REMARKETING AGENTS."

The Authority is not obligated to provide any other funds for the purchase of the 2021 Variable Rate Bonds following the end of the respective initial Term Rate Period or Index Rate Period other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to pay the 2021 Variable Rate Bonds upon mandatory tender. The Senior Indenture provides that if sufficient funds are not available for the purchase of any Series of 2021 Variable Rate Bonds tendered for purchase following the end of the respective initial Term Rate Period or Index Rate Period pursuant to the mandatory tender provisions described above, such Series of 2021 Variable Rate Bonds shall bear interest at the Stepped Rate following the end of the Term Rate or Index Rate Period. See "— Insufficient Funds; Stepped Rate" above.

If such remarketing of the 2021 Variable Rate Bonds is not successful, other potential sources of payment, which the Authority, in its sole discretion, may apply to the payment of the Purchase Price of any Series of the 2021 Variable Rate Bonds include Bridge Toll Revenues and unencumbered funds of the Authority. Principal of and accrued and unpaid interest on the 2021 Variable Rate Bonds are payable from Revenue on a parity with the Authority's other Outstanding Senior Bonds issued under the Senior Indenture and any Additional Senior Bonds and Senior Parity Obligations that may hereafter be issued by the Authority in accordance with the Senior Indenture. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Additional Senior Bonds; Subordinate Obligations."

Mandatory Tender for Authority Purchase of 2021 Variable Rate Bonds at Election of Authority

The 2021 Variable Rate Bonds are also subject to mandatory tender for purchase at the option of the Authority, in whole or in part (in Authorized Denominations), on any date such 2021 Variable Rate Bonds would be subject to optional redemption (each, an "Optional Purchase Date") at a purchase price, with respect to the 2021 Variable Rate Bonds, equal to the principal amount of such 2021 Variable Rate Bonds to be purchased on the Optional Purchase Date, plus accrued interest to the Optional Purchase Date (in each case, the "Optional Purchase Price"). See "DESCRIPTION OF THE 2021 SERIES BONDS — Redemption Terms of the 2021 Series Bonds." In the event that the Authority determines to purchase any 2021 Variable Rate Bonds on any Optional Purchase Date, the Authority will provide the Senior Indenture Trustee with written notice of such determination at least thirty-five (35) days prior to the Optional Purchase Date, which notice will specify the Series of 2021 Variable Rate Bonds and the principal amount of such 2021 Variable Rate Bonds of each maturity that are to be purchased and the Optional Purchase Date on which such purchase is to occur.

When the Senior Indenture Trustee receives notice from the Authority of its determination to purchase 2021 Variable Rate Bonds pursuant the provisions described above, the Senior Indenture Trustee will give notice to the Owners of the 2021 Variable Rate Bonds and the applicable Remarketing Agent, in the name of the Authority, of the mandatory tender for purchase of such 2021 Variable Rate Bonds, which notice shall be mailed, by first class mail, postage prepaid, not more than sixty (60) nor less than twenty (20) days before the Optional Purchase Date. Receipt of such notice of mandatory tender for purchase shall not be a condition precedent to the mandatory tender for purchase of the 2021 Variable Rate Bonds and failure to receive any such notice or any defect in such notice shall not affect the validity of the proceedings for the mandatory tender for purchase of such 2021 Variable Rate Bonds pursuant to the provisions of the Senior Indenture described herein. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of 2021 Variable Rate Bonds will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send any notice to Beneficial Owners of 2021 Variable Rate Bonds.

If less than all of the outstanding 2021 Variable Rate Bonds of any Series are to be called for mandatory tender at the election of the Authority, the Authority will select the principal amount and maturity of such 2021 Variable Rate Bonds of such Series to be purchased at its sole discretion. If less than all of the 2021 Variable Rate Bonds of a Series maturing by their terms on any one date are to be tendered at any one time, DTC's practice is to determine by lot the amount of the interest of each DTC Direct Participant in the 2021 Variable Rate Bonds to be tendered. See APPENDIX D – "BOOK-ENTRY ONLY SYSTEM." For purposes of such selection, the 2021 Variable Rate Bonds shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately tendered. If at the time the Senior Indenture Trustee sends any notice of mandatory tender for purchase of any 2021 Variable Rate Bonds as described in the preceding paragraph, the Authority has not deposited with the Senior Indenture Trustee an amount sufficient to pay the full Optional Purchase Price of such 2021 Variable Rate Bonds, or the portions thereof, to be purchased, such notice shall state that such mandatory tender for purchase is conditional upon the receipt by the Senior Indenture Trustee on or prior to the Optional Purchase Date fixed for such purchase of moneys sufficient to pay the Optional Purchase Price of such 2021 Variable Rate Bonds, or the portions thereof to be purchased, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to purchase such 2021 Variable Rate Bonds.

If all outstanding 2021 Variable Rate Bonds of any Series are purchased by the Authority (i) the date of such purchase will be deemed to be the Purchase Date for such Series, and (ii) the Term Rate or Index Rate will be deemed to have expired on the day immediately preceding such Purchase Date. Upon the Authority's successful purchase, such Series of 2021 Variable Rate Bonds will be subject to Conversion and remarketing without notice of Conversion being provided by the Authority.

REMARKETING AGENTS

Prior to the Purchase Date immediately following the end of the initial Term Rate Period or Index Rate Period for a Series of 2021 Variable Rate Bonds, the Authority will appoint a Remarketing Agent and enter into a Remarketing Agreement for the respective Series of the 2021 Variable Rate Bonds. The remarketing agent will undertake, among other things, to use its best efforts to remarket 2021 Variable Rate Bonds that are tendered for purchase in connection with a conversion or extension of an Interest Rate Determination Method or upon mandatory tender for purchase at the election of the Authority.

SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS

Statutory Lien on Bridge Toll Revenues

Bridge Toll Revenues include all tolls and all other income, including penalties for violations, allocated to the Authority pursuant to the Act derived from the Bridge System and not limited or restricted to a specific purpose. The Act imposes a statutory lien upon all Bridge Toll Revenues in favor of the holders of the Authority's toll bridge revenue bonds and in favor of any provider of credit enhancement for those bonds. The statutory lien is subject to expenditures for operation and maintenance of the Bridges, including toll collection, unless those expenditures are otherwise provided for by statute. See "RISK FACTORS – Impact of COVID-19 Pandemic," APPENDIX A – "BAY AREA TOLL AUTHORITY – Toll Bridge Revenue Bond Program – *Bridge Toll Revenues*," "— THE BRIDGE SYSTEM – Bridge Toll Rates," "— THE BRIDGE SYSTEM – Bridge System Operations and Maintenance," "— AUTHORITY FINANCIAL AND OPERATING INFORMATION – Operations and Maintenance Fund," and "— LITIGATION – Challenges to SB 595 and RM3," APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" and APPENDIX C – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE."

Pledge by the State

Pursuant to Section 30963 of the Act, the State has pledged and agreed with the holders of toll bridge revenue bonds and those parties who may enter into contracts with the Authority pursuant to the Act, that the State will not limit, alter, or restrict the rights vested by the Act in the Authority to finance the toll bridge improvements authorized by the Act. The State has further agreed not to impair the terms of any agreements made with the holders of the toll bridge revenue bonds and with parties who may enter into contracts with the Authority pursuant to the Act and has pledged and agreed not to impair the rights or remedies of the holders of any toll bridge revenue bonds or any such parties until the toll bridge revenue bonds, together with interest, are fully paid and discharged and any contracts are fully performed on the part of the Authority.

Toll Bridge Revenue Bonds

Additional toll bridge revenue bonds may be issued in the future as either Senior Obligations or Subordinate Obligations (subject to the requirements of and limitations in the Senior Indenture or the Subordinate Indenture).

The Authority's Senior Bonds (which includes the 2021 Series Bonds), together with other obligations payable on a parity with the Senior Bonds, are referred to herein as the "Senior Obligations." Senior Obligations consist of the Senior Bonds and amounts due as regularly scheduled payments under the Authority's Qualified Swap Agreements described in APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements." Senior Obligations also include any amounts due as reimbursement obligations pursuant to the Reimbursement Agreement, dated October 16, 2014, as amended on June 15, 2017 and as further amended on August 1, 2019 (as amended, the "Reimbursement Agreement"), between the Authority and with certain banks and with Bank of America, N.A., as agent for such banks, relating to the issuance of letters of credit securing variable rate demand bonds that are Senior Bonds and for Reserve Facility Costs, which are amounts to repay draws under surety bonds or insurance policies held in the reserve fund for Senior Bonds. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" for a summary of certain terms of the Senior Bonds.

The Authority's Subordinate Bonds, together with other obligations payable on a parity with the Subordinate Bonds, are referred to herein as the "Subordinate Obligations." In addition, if the Authority were to become obligated to make termination payments under the Authority's Qualified Swap Agreements described above, those obligations would be Subordinate Obligations. See APPENDIX C – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE" for a summary of certain terms of the Subordinate Bonds.

Certain Provisions of the Senior Indenture

The Senior Indenture provides that Senior Obligations are payable from and secured by "Revenue," which consists of tolls paid by vehicles using the seven Bridges in the Bridge System (including income from penalties for toll violations), interest earnings on the Bay Area Toll Account and all other funds held by the Authority, interest earnings on fund balances held under the Senior Indenture, payments received under interest rate swap agreements, and interest subsidy payments received from the federal government on account of the issuance of Senior Bonds as Build America Bonds. Senior Obligations are also secured by and payable from all amounts (including the proceeds of Senior Bonds) held by the Senior Indenture Trustee (except amounts on deposit to be used to make rebate payments to the federal government and amounts on deposit to be used to provide liquidity support for variable rate demand Senior Bonds). The pledge securing Senior Obligations is irrevocable until all Senior Obligations are no longer outstanding.

Authority for Issuance of Senior Bonds. The Senior Indenture permits Senior Bonds to be issued pursuant to the Act for the purpose of toll bridge program capital improvements and for the purpose of refunding Senior Bonds and other Senior Obligations, including in accordance with the Refunding Bond Law.

Transfers of Revenue. Under the Act, all Bridge Toll Revenues are required to be deposited into the Bay Area Toll Account held by the Authority. The Senior Indenture requires the Authority to transfer to the Senior Indenture Trustee, from the Bay Area Toll Account, Revenue sufficient to make payments on all Senior Obligations not later than three Business Days prior to their due dates.

Revenue so received from the Authority by the Senior Indenture Trustee is required by the Senior Indenture to be deposited in trust in the Bond Fund under the Senior Indenture. All Revenue held in that Bond Fund is to be held, applied, used and withdrawn only as provided in the Senior Indenture.

The Trustee under the Subordinate Indenture (the "Subordinate Indenture Trustee") has been instructed by the Authority to transfer to the Senior Indenture Trustee any Revenue (as defined and provided in the Senior Indenture) on deposit in the Bond Fund held by the Subordinate Indenture Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Senior Obligations or to replenish the reserve fund for the Senior Bonds. Any such transfer to the Senior Indenture Trustee will not include proceeds of Subordinate Bonds, amounts attributable to interest subsidy payments received from the federal government on account of the issuance of Subordinate Bonds as Build America Bonds or any amounts attributable to a reserve account for Subordinate Bonds. The Senior Indenture Trustee has been instructed by the Authority to transfer to the Subordinate Indenture Trustee any amounts on deposit in the Fees and Expenses Fund under the Senior Indenture to the extent that there is any shortfall in the Bond Fund under the Subordinate Indenture of amounts needed to make timely payments of principal, interest, and premium, if any, on Subordinate Obligations and to replenish the reserve fund for the Subordinate Bonds, provided that no such transfer is to be made to the extent there is also a concurrent shortfall in the Bond Fund or reserve fund under the Senior Indenture. The Authority has instructed each trustee to notify the other trustee on the third Business Day preceding each principal or interest payment date of the need for such a transfer and to request such transfer on the second Business Day preceding each such payment date.

Toll Rate Covenants. The Authority covenants in the Senior Indenture that it will at all times establish and maintain tolls on the Bridge System at rates sufficient to pay debt service on all Senior Obligations, to pay certain toll operations expenditures (defined in the Senior Indenture as "Category B" maintenance expenditures) and to otherwise comply with the Act.

The Authority also has covenanted in the Senior Indenture to compute coverage ratios specified in the Senior Indenture within ten Business Days after the beginning of each Fiscal Year and to increase tolls if any of the ratios, based on budgeted amounts for such Fiscal Year, is less than the required level. See APPENDIX A – "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE" and APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Covenants of the Authority – Toll Rate Covenants."

Additional Bonds Test. Additional Senior Obligations may be issued under the Senior Indenture only if at least one of the following is true immediately following the issuance of such additional Senior Obligations:

(a) the additional Senior Obligations are issued for refunding purposes to provide funds for the payment of any or all of the following: (1) the principal or redemption price of the Senior Obligations to be refunded; (2) all expenses incident to the calling, retiring or paying of such Senior Obligations and the Costs of Issuance of such refunding Senior Obligations; (3) interest on all Senior Obligations to be refunded to the date such Senior Obligations will be called for redemption or paid at maturity; and (4) interest on the refunding Senior Obligations from the date thereof to the date of payment or redemption of the Senior Obligations to be refunded; or

(b) the governing board of the Authority determines that one of the following is true: (1) the ratio of (A) Net Revenue for the most recent Fiscal Year for which audited financial statements are available to (B) Maximum Annual Debt Service on the Senior Obligations, calculated as of the date of sale of, and including such additional Senior Obligations, will not be less than 1.50:1; or (2) the ratio of (A) Net Revenue projected by the Authority for each of the next three Fiscal Years, including in such projections amounts projected to be received from any adopted toll increase or planned openings of an additional Bridge, to (B) Maximum Annual Debt Service on the Senior Obligations, calculated as of the date of sale of, and including such additional Senior Obligations, will not be less than 1.50:1.

The Senior Indenture includes definitions of Net Revenue and Maximum Annual Debt Service and other requirements for the issuance of additional Senior Obligations. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Additional Senior Bonds; Subordinate Obligations."

Pursuant to the Senior Indenture, at such time as the Authority determines to issue additional Senior Bonds, the Authority shall, in addition to fulfilling the requirements of the Senior Indenture described above, file with the Senior Indenture Trustee (a) a certificate of the Authority stating that no Event of Default specified in the Senior Indenture has occurred and is then continuing; (b) a certificate of the Authority stating that the requirements described in the first paragraph of this subsection titled "Additional Bonds Test" have been satisfied; (c) if such additional Senior Bonds are being issued based upon compliance with (b)(1) above, a Certificate of the Authority stating that nothing has come to the attention of the Authority that would lead the Authority to believe that there has been a material adverse change in the operation of the Bay Area Bridges such that Net Revenue for the then current Fiscal Year would be insufficient to meet the debt service coverage requirement set forth in (b)(1) above; (d) the balance in the Reserve Fund will be increased upon receipt of the proceeds of the sale of such additional Senior Bonds, if necessary to an amount at least equal to the Reserve Requirement for all Senior Bonds Outstanding upon issuance of the new Senior Bonds; and (e) an Opinion of Bond Counsel to the effect that the Senior Supplemental Indenture creating such Series of Senior Bonds has been duly authorized by the Authority in accordance with the Senior Indenture and that such Series of Senior Bonds, when duly executed by the Authority and authenticated and delivered by the Senior Indenture Trustee, will be valid and binding obligations of the Authority.

Reserve Fund. The Reserve Fund established pursuant to the Senior Indenture is solely for the purpose of paying principal of and interest on the Senior Bonds when due when insufficient moneys for such payment are on deposit in the Principal Account and the Interest Account under the Senior Indenture. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Funds and Accounts – Establishment and Application of the Reserve Fund."

The balance in the Reserve Fund is required by the Senior Indenture to equal or exceed the "Reserve Requirement" (defined in the Senior Indenture as an amount equal to the lesser of Maximum Annual Debt Service on all Senior Bonds and 125% of average Annual Debt Service on all Senior Bonds). The Reserve Requirement for all outstanding Senior Bonds will be $325,238,005 upon the issuance of the 2021 Series Bonds. Cash and investments aggregating the amount of the Reserve Requirement are held in the Reserve

Fund in satisfaction of the Reserve Requirement. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – DEFINITIONS."

The Senior Indenture Trustee is to draw on the Reserve Fund to the extent necessary to fund any shortfall in the Interest Account or the Principal Account. The Senior Indenture requires the Authority is to replenish amounts drawn from the Reserve Fund by making monthly transfers to the Senior Indenture Trustee equal to one-twelfth (1/12th) of the initial aggregate amount of the deficiency in the Reserve Fund. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Funds and Accounts – Establishment and Application of the Reserve Fund" and "— Funding of the Reserve Fund."

Build America Bonds Federal Interest Subsidy Payments. The Authority has issued Senior Bonds and Subordinate Bonds as taxable Build America Bonds under, and as defined in, the federal American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). Under the Recovery Act, issuers of qualified Build America Bonds may elect to receive from the federal government interest subsidy payments equal to 35% of the amount of interest paid by the issuer on the Build America Bonds. Such payments to the Authority on account of Senior Bonds constitute Revenue under the Senior Indenture. Pursuant to the Senior Indenture, the Authority further treats such Subsidy Payments as an offset against interest paid on the Build America Bonds for purposes of the rate covenants and additional bonds tests described above under "Toll Rate Covenants" and "Additional Bonds Test," and such Subsidy Payments are excluded from Net Revenue for purposes of such covenants and tests. These payments have been reduced as a result of the congressionally-mandated sequestration process, and may continue to be reduced or delayed if federal spending reductions continue as a result of the sequestration or ongoing shutdowns of the federal government occur. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments."

Special Obligations. The Senior Bonds are special obligations of the Authority payable, as to interest thereon, principal and Purchase Price thereof and redemption premium, if any, upon the redemption of any thereof, solely from Revenue as provided in the Senior Indenture and the Authority is not obligated to pay them except from Revenue. The Senior Bonds do not constitute a debt or liability of the State or of any political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any political subdivision of the State.

SUMMARY OF FINANCING PLAN

Proceeds of the 2021 Series Bonds, together with other available funds, will be used to refund all of the Authority's outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2014 Series E (Variable Rate Bonds), 2014 Series H (Variable Rate Bonds), and 2017 Series D (Variable Rate Bonds) and a portion of the Authority's outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2012 Series F-1 and 2017 Series F-1.

A portion of the proceeds of the 2021 Series Bonds, together with other available funds, will be transferred to the Redemption Fund established and maintained by the Trustee (the "Redemption Fund Deposit"). The Redemption Fund Deposit will be applied to pay the redemption price of the Authority's outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, 2014 Series E (Variable Rate Bonds), 2014 Series H (Variable Rate Bonds) and 2017 Series D (Variable Rate Bonds) (the "Variable Rate Refunded Bonds"), on their redemption date, March 24, 2021. The Variable Rate Refunded Bonds will remain Outstanding under the Senior Indenture until redeemed.

A portion of the proceeds of the 2021 Series Bonds, together with other available funds, will be transferred to an escrow fund (the "2021 Fixed Rate Refunded Bonds Escrow Fund") established pursuant to an Escrow Agreement (the "Escrow Agreement") by and between the Authority and the Senior Indenture

Trustee, as escrow agent. The amounts in the 2021 Fixed Rate Refunded Bonds Escrow Fund will be used to pay principal of and interest on and, as applicable, the redemption price of the portion of the Authority's San Francisco Bay Area Toll Bridge Revenue Bonds, 2012 Series F-1 and 2017 Series F-1 identified as Refunded Bonds below (the "Fixed Rate Refunded Bonds"), through their respective redemption dates. Pursuant to the terms of the Senior Indenture and the Escrow Agreement, the amounts on deposit in the 2021 Fixed Rate Refunded Bonds Escrow Fund may at any time prior to the redemption dates shown below, be invested in Government Obligations, the principal and interest on which, when due, together with the moneys, if any, remaining on deposit for such purpose, will be sufficient to pay when due the principal of and interest on the Fixed Rate Refunded Bonds. A verification report relating to the adequacy of the maturing principal of and interest on the investments in the 2021 Fixed Rate Refunded Bonds Escrow Fund will be delivered upon the deposit of such funds. See "VERIFICATION REPORT" herein. The intention of the Authority is that the Fixed Rate Refunded Bonds will no longer be Outstanding under the Senior Indenture once the deposit into the 2021 Fixed Rate Refunded Bonds Escrow Fund is made.

The following tables show the Series, tenor, maturities, and redemption dates for the "Refunded Bonds."

Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds
2012 Series F-1

Maturity Date (April 1)	Redemption Date	Principal Amount	Interest Rate (%)	CUSIP* Number (072024)
2023	April 1, 2022	$2,665,000	3.000%	RM6
2027	April 1, 2022	7,535,000	3.000	RR5
2029	April 1, 2022	50,000,000	3.250	SJ2
2030	April 1, 2022	7,415,000	3.375	RU8

Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds
2017 Series F-1

Maturity Date (April 1)	Redemption Date	Principal Amount	Interest Rate (%)	CUSIP* Number (072024)
2056	April 1, 2027	$225,000,000	5.000%	UH3

* CUSIP information herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds
2014 Series E

Maturity Date (April 1)	Redemption Date	Principal Amount	Interest Rate (%)	CUSIP* Number (072024)
2034	March 24, 2021	$143,675,000	Variable	UA8

Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds
2014 Series H

Maturity Date (April 1)	Redemption Date	Principal Amount	Interest Rate (%)	CUSIP* Number (072024)
2034	March 24, 2021	$71,830,000	Variable	UC4

Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds
2017 Series D

Maturity Date (April 1)	Redemption Date	Principal Amount	Interest Rate (%)	CUSIP* Number (072024)
2045	March 24, 2021	$156,850,000	Variable	UM2

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* CUSIP information herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by S&P Global Market Intelligence. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

Estimated Sources and Uses of Funds

The following are the estimated sources and uses of funds with respect to the 2021 Series Bonds:

SOURCES:	
Principal Amount	$710,890,000.00
Plus Original Issue Premium	10,671,903.50
Other Sources of Funds:	
Authority Deposit	15,310,254.44
TOTAL SOURCES	$736,872,157.94
USES:	
Deposits for Payment of Refunded Bonds	$729,888,261.31
Costs of Issuance(1)	6,983,896.63
TOTAL USES	$736,872,157.94

(1) Costs of issuance include rating agency, legal and financial advisory fees and printing costs and expenses; underwriters' discount; fees of the Senior Indenture Trustee for the Refunded Bonds and the 2021 Series Bonds and other miscellaneous expenses and are expected to be paid by the Authority.

Additional Bonds Test

The Authority is issuing the 2021 Series Bonds as refunding bonds. The issuance of refunding bonds does not require any certification as to debt service coverage.

Anticipated Additional Bond Issuances of the Authority

Currently, the Authority has authorized the issuance of refunding bonds and the termination of existing interest rate swaps and the execution of new interest rate swaps. Subsequent to the issuance of the 2021 Series Bonds, additional toll revenue bonds may be issued as permitted under the Indenture and the Subordinate Indenture for refunding or restructuring purposes.

The Authority's governing board may, in the future, authorize the issuance of additional toll bridge revenue bonds for additional work on the Bridges or other purposes authorized by the Act. Toll bridge revenue bonds may be issued on a parity with the outstanding Senior Bonds under the Senior Indenture or as Subordinate Bonds on a parity with the outstanding Subordinate Bonds under the Subordinate Indenture.

The principal amount of additional toll bridge revenue bonds (and any Senior Obligations or Subordinate Obligations) to be issued by the Authority and the timing of any such issuance or issuances will be determined by the Authority based on the actual costs of its programs (which are subject to modification by the Authority and by State law) and the resources then available. The Act does not limit the principal amount of Authority obligations that may be issued. The Senior Indenture and the Subordinate Indenture limit the issuance of Senior Bonds, obligations of the Authority that are payable on a parity with the Senior Bonds, Subordinate Bonds, and obligations that are payable on a parity with the Subordinate Bonds. See the information herein and under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – *Toll Rate Covenants*" and "—*Additional Bonds Test*" and APPENDIX C – "DEFINITIONS AND SUMMARY OF

CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE—Additional Subordinate Bonds; Subordinate Parity Obligations; Subordinated Obligations."

Investment Policies and Portfolio

For information concerning the Authority's investment policies and the MTC investment portfolio, which includes funds of the Authority, see APPENDIX A – "AUTHORITY FINANCIAL AND OPERATING INFORMATION."

RISK FACTORS

The primary source of payment for the Authority's toll bridge revenue bonds is the Authority's Bridge Toll Revenues. The level of Bridge Toll Revenues collected at any time is dependent upon the level of traffic on the Bridge System, which, in turn, is related to several factors, including without limitation, the factors indicated below. The COVID-19 pandemic is a significant new development materially adversely affecting the Authority's finances and outlook. See APPENDIX A – "COVID-19 PANDEMIC" and "— Impact of COVID-19 Pandemic" below.

Impact of COVID-19 Pandemic

On February 11, 2020 the World Health Organization ("WHO") announced the official name for the outbreak of COVID-19, an upper respiratory tract illness. COVID-19 has since spread across the globe. The spread of COVID-19 is having significant adverse health and financial impacts throughout the world, including the San Francisco Bay Area. See APPENDIX A – "COVID-19 PANDEMIC." The WHO has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the Mayor of the City of San Francisco, the Governor of the State and the President of the United States.

At the onset of the pandemic in March 2020, all counties in the Bay Area announced shelter-in-place ("Shelter-in-Place") emergency orders, which directed individuals to stay home, except for limited travel for the conduct of essential services. Most retail establishments (including restaurants, bars and nightclubs, entertainment venues and gyms) were closed in response to the Shelter-in-Place order. The Governor of the State announced a similar Shelter-in-Place emergency order effective for the entire State. Since the initial Shelter-in-Place orders, the State and various counties have allowed limited reopening of retail establishments, at times under limitations such as only providing outdoor or curbside service, based on local performance against public health indicators. The outbreak has resulted in the imposition of restrictions on mass gatherings and widespread closings of businesses, universities and schools throughout the United States. As of January 1, 2021, due to a sharp increase in COVID-19 cases and ICU hospitalizations, several counties within the Bay Area require a mandatory 10-day quarantine for travelers entering the region. Although vaccines are in the early stages of distribution, restrictions remain in place. It is unknown when and whether restrictions will continue to be eased or will be reinstated or enhanced. The duration of these directives, even those with specified end dates, is not known.

The COVID-19 outbreak and resulting social and business restrictions have severely disrupted, and continue to disrupt, the economies of the region, the State and the United States as a whole. On June 8, 2020, the National Bureau of Economic Research announced that the U.S. officially entered into a recession in February 2020. The disruption caused by COVID-19 has led to volatility in the securities markets. Moreover, increased business failures, worker layoffs, and consumer and business bankruptcies have occurred and may continue to occur in the future. The adverse economic impacts of the COVID-19 outbreak, and the imposition of stay-at-home directives, have impacted travel and commuting patterns in the Bay Area, with material reductions in traffic.

As a result of the COVID-19 outbreak, the State and Caltrans suspended cash toll collections on the Bridges, and starting in April 2020, the Authority converted from cash payment/electronic toll collection to cash invoice/electronic toll collection and suspended violation penalty assessments for unpaid tolls. On January 1, 2021, cash toll collections were permanently ended. See APPENDIX A – "COVID-19 PANDEMIC – Bridge Traffic" and " – Toll Collections." The Authority cannot predict the extent and duration of changes in traffic volume on the Bridge System as a result of the COVID-19 pandemic and its associated economic impacts or changes in toll collections as a result of the pandemic, its economic impacts and the elimination of cash toll collections. It is possible that driving behavior and traffic patterns in the nine counties that comprise the San Francisco Bay Area may be permanently altered, including once the COVID-19 pandemic and orders requiring or recommending that people stay home or refrain from certain activities have ended.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to: the Governor's office (http://www.gov.ca.gov) and the California Department of Public Health (https://covid19.ca.gov/). The information on such websites is not incorporated herein by reference, and neither the Authority nor the Underwriters assumes any responsibility for the accuracy of the information on such websites. See APPENDIX A – "COVID-19 PANDEMIC" for additional information regarding the impacts of COVID-19 on the Authority.

The Authority cannot predict (i) the ultimate duration or extent of the COVID-19 outbreak or any other outbreak or pandemic; (ii) the scope or duration of the stay at home orders or any other restrictions or warnings related to travel, gatherings or other activities, and the duration or extent to which such orders or restrictions will remain in effect in the counties of the San Francisco Bay Area or in the State; (iii) what effect any COVID-19 or other outbreak or pandemic-related restrictions or warnings may have in the future on travel, commerce, the collection and receipt of Bridge Toll Revenues by, and the operating expenses and capital costs of, the Authority; (iv) whether and to what extent COVID-19 or another outbreak or pandemic may disrupt local, State, national or global economies, construction, manufacturing or supply chains; (v) the extent to which the COVID-19 outbreak or another outbreak or pandemic, or the resultant disruption to the local, State, national or global economy, may result in changes in future traffic patterns and use of the Bridge System, generally; or (vi) whether any of the foregoing may in the future have a material adverse effect on the finances and operations of the Authority and Bridge Toll Revenues.

Uncertainties of Projections, Forecast and Assumptions

The levels of traffic assumed and toll revenue projected as described in APPENDIX A – "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE –Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage" and elsewhere in this Official Statement are based solely upon estimates and assumptions made by the Authority. Actual levels of traffic and toll revenue will differ, and may differ materially, from the levels projected. Historic information about the Authority's finances and operations presented in this Official Statement (including Appendix A) should be considered in light of the ongoing effects of the COVID-19 pandemic and the known and unknown effects of the pandemic on the current and future finances and operations of the Authority. Actual interest earnings, debt service interest rates, swap revenues and operations and maintenance expenses could also differ from the forecast. Inevitably, some assumptions will not be realized, and unanticipated events and circumstances may occur. The actual financial results achieved will vary from those forecasts, and the variations may be material.

Risk of Earthquake

The San Francisco Bay Area's historical level of seismic activity and the proximity of the Bridge System to a number of significant known earthquake faults (including most notably the San Andreas Fault and the Hayward Fault) increases the likelihood that an earthquake originating in the region could destroy or render unusable for a period of time one or more of the Bridges, their highway approaches or connected traffic corridors, thereby interrupting the collection of Bridge Toll Revenues for an undetermined period of time.

An earthquake originating outside the immediate Bay Area could have an impact on Bridge System operations and Bridge Toll Revenues. On October 17, 1989, the San Francisco Bay Area experienced the effects of the Loma Prieta earthquake that registered 7.1 on the Richter Scale. The epicenter of the earthquake was located in Loma Prieta about 60 miles south of the City of San Francisco in the Santa Cruz Mountains. The Loma Prieta earthquake caused damage to the east span of the San Francisco-Oakland Bay Bridge and adjacent highways.

On August 24, 2014, a 6.0-magnitude earthquake occurred near Napa, California, the epicenter of which was located approximately 15 miles from the Carquinez and Benicia-Martinez Bridges. The State of California Department of Transportation ("Caltrans") conducted inspections of the seven bridges of the Bridge System and found no damage from this event.

In March 2015, the Working Group on California Earthquake Probabilities (a collaborative effort of the U.S. Geological Survey (the "U.S.G.S"), the California Geological Society, and the Southern California Earthquake Center) reported that there is a 72% chance that one or more earthquakes of magnitude 6.7 or larger will occur in the San Francisco Bay Area before the year 2045. In addition, the U.S.G.S. released a report in April 2017 entitled the HayWired Earthquake Scenario, which estimates property damage and direct business disruption losses of $82 billion (in 2016 dollars) from a magnitude 7.0 earthquake on the Hayward Fault. Such earthquakes may be very destructive. Property within the San Francisco Bay Area could sustain extensive damage in a major earthquake, Bridges or their highway approach routes could be damaged, destroyed or rendered unusable for a period of time, and a major earthquake could adversely affect the area's economic activity.

The Seismic Retrofit Program was undertaken to mitigate the risk of major damage to the Bridges due to seismic activity by enhancing the structural integrity of the Bridges to accommodate ground motions along the various identified faults with return periods of between 1,000 and 2,000 years. With the completion of the Seismic Retrofit Program, the need for repairs of this magnitude is expected to be greatly reduced, especially on the San Francisco-Oakland Bay Bridge and the Benicia-Martinez Bridge, both of which have been strengthened to Lifeline Structure criteria. See APPENDIX A – "THE BRIDGE SYSTEM – General" and "CAPITAL PROJECTS AND FUNDING—Seismic Retrofit Program."

Other Force Majeure Events

Operation of the Bridge System and collection of bridge tolls is also at risk from other events of force majeure, such as damaging storms, winds and floods, fires and explosions, spills of hazardous substances, collisions involving maritime vessels, strikes and lockouts, sabotage, wars, blockades and riots or future outbreaks or pandemics, in addition to the impact of the COVID-19 pandemic as discussed further in "Impact of COVID-19 Pandemic" above. The Authority cannot predict the potential impact of such events on the financial condition of the Authority or on the Authority's ability to pay the principal of and interest on the Authority's toll bridge revenue bonds as and when due.

Climate Change Issues and Economic Impact of Possible New and Increased Regulation

In 2006, the California legislature passed Assembly Bill 32, the "California Global Warming Solutions Act of 2006," which requires the Statewide level of greenhouse gas ("GHG") emissions to be reduced to 1990 levels by 202_ and directs the California Air Resources Board ("ARB") to serve as the lead agency to implement the law. On October 20, 2011, the ARB made the final adjustments to its implementation plan for Assembly Bill 32 - the "California Cap-and-Trade Program" or the "Program" - which was implemented and became effective in January 2012. The Program covers regulated entities emitting 25,000 million metric tons of carbon dioxide equivalent per year or more and entities in certain listed industries, including major industrial sources, electricity generating facilities, fuel suppliers, and, since January 1, 2015, fuel distributors. While various studies anticipated that the Program would cause an immediate increase in the price of gasoline, its impacts are difficult to observe due to market fluctuations in the price of gasoline caused by other determinants.

The Program's effects on economic activity and transportation mode choices in the San Francisco Bay Area, both of which may impact Bridge Toll Revenues, are difficult to predict. Further, the Authority is unable to predict if any additional federal, State and local laws and regulations with respect to GHG emissions or other environmental issues will be adopted, or what effects such laws and regulations will have on the underlying factors that influence vehicle traffic volume on the Bridge System. The effects, while unknown, could be material.

Sea Level Rise

In September 2017, Adapting to Rising Tides ("ART") released a report on the Bay Area Sea Level Rise Analysis and Mapping Project (the "2017 ART Report"), led by the San Francisco Bay Conservation and Development Commission ("BCDC"), which provides guidance to agencies to help them understand and address complex climate change issues, including the effects of rising sea levels.

The 2017 ART Report highlights areas within each county that may be exposed to sea level rise and flooding impacts in the near term, either due to daily high tides with low to moderate amounts of sea level rise or as a result of significant storm surge events. Two distinct impacts (permanent inundation and temporary flooding) can occur from sea level rise and storm surge or a combination of both. The 2017 ART Report notes that as sea levels rise, San Francisco Bay shoreline and flood protection infrastructure will become increasingly exposed to tide levels currently considered extreme, and over time existing shoreline protection infrastructure will no longer provide the same level of flood protection that it does today. Such shifts in the frequency of extreme tide levels will have important design implications for flood protection infrastructure and for the resilience of valuable shoreline habitats.

In March 2020, a consortium of State and local agencies, led by the Bay Area Conservation and Development Commission, released a detailed study entitled, "Adapting to Rising Tides Bay Area: Regional Sea Level Rise Vulnerability and Adaptation Study," on how sea level rise could alter the Bay Area. The study states that a 48-inch increase in the bay's water level in coming decades could cause more than 100,000 Bay Area jobs to be relocated, nearly 30,000 lower-income residents to be displaced, and 68,000 acres of ecologically valuable shoreline habitat to be lost. The study further argues that without a far-sighted, nine-county response, the region's economic and transportation systems could be undermined along with the environment.

Climate change may affect the frequency and intensity of coastal storms, El Niño cycles, and related processes. A clear consensus has not fully emerged on these changes, but a commonly identified trend is a tendency toward increased wind speed and wave height along northern California. This may increase both erosion rates along the ocean beach coast and extreme tide frequency within the Bay. El Niño, storm surge and waves, and for some portions of the San Francisco Bay, freshwater discharge from creeks and sloughs during rainfall-runoff events also elevate the waters of San Francisco Bay along the shoreline. When one or more of these factors combine to raise San Francisco Bay waters above predicted tide levels, the result is a temporarily higher water level, an extreme tide. Extreme tides can reach several feet higher than typical daily high tides and result in damaging coastal floods. Without action, a portion of San Francisco's current land could be permanently inundated by daily high tides by the end of the century.

Sea level rise is not expected to have an adverse effect on the Bridges themselves. However, the effect on motor vehicle traffic in the San Francisco Bay Area generally, and particularly on Bridge approaches and access routes, could have an adverse impact on Bridge Toll Revenues.

Threats and Acts of Terrorism

Caltrans and law enforcement authorities have undertaken security measures in an effort to reduce the probability that the Bridges could be attacked by terrorists. However, such measures are not guaranteed to prevent an attack on the Bridges. The Authority cannot predict the likelihood of a terrorist attack on any of the Bridges or the extent of damage or vehicle traffic disruption that might result from an attack. The Bridges are not insured against terrorist attack.

No Insurance Coverage

No business interruption insurance or any other commercially available insurance coverage is currently maintained by the Authority or Caltrans with respect to damage to or loss of use of any of the Bridges. However, pursuant to the Cooperative Agreement the Authority currently maintains a self-insurance fund. The Cooperative Agreement calls for a minimum balance of $50 million, which would be available for reconstruction, repair and operations in the event of damage due to a major emergency which would result in closure to traffic of a Bridge estimated to extend more than 30 days and to exceed $10 million in cost. Such reserve is maintained pursuant to the Cooperative Agreement and upon agreement of Caltrans and the Authority may be reduced or eliminated in its entirety. Pursuant to the Cooperative Agreement, replenishment of funds used for such repairs would be made by the Authority from Bridge Toll Revenues.

The Authority's fiscal year 2021 budget contemplates the continued maintenance of a $1 billion reserve, including $50 million in the Cooperative Agreement, $180 million in the Operations and Maintenance Fund for two years of operation and maintenance fund of toll facilities, $210 million for two years of bridge rehabilitation, $280 million in project contingency and self-insurance reserves and $280 million in variable interest rate risk reserves. See the MTC 2020 CAFR at pages 71-76 and APPENDIX A – "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Cash Reserves" for more information on the reserve. Moreover, the Authority expects that emergency assistance and loans from the federal government would be made available to the State in the event of major damage to the Bridges caused by a major earthquake or other force majeure event.

Economic Factors; Increasing Tolls

A substantial deterioration in the level of economic activity within the San Francisco Bay Area could have an adverse impact upon the level of Bridge Toll Revenues collected. In addition, the occurrence of any natural catastrophe such as an earthquake may negatively affect the San Francisco Bay Area economy or traffic using the Bridge System or both. Traffic using the Bridge System and toll revenues collected have declined substantially as a result of the COVID-19 pandemic. See "— Impact of COVID-19 Pandemic" and "— Risk of Earthquake" above and APPENDIX A – "COVID-19 PANDEMIC". Bridge Toll Revenues may also decline due to traffic interruptions as a result of construction, greater carpooling or use of mass transit, increased costs of gasoline and of operating an automobile, more reliance on telecommuting in lieu of commuting to work (which has been and may further be increased due to COVID-19), relocation of businesses to suburban locations (which may be increased due to COVID-19) and similar activities. Recent and future toll increases could have an adverse effect on the level of traffic on the Bridge System and the level of Bridge Toll Revenues collected. Lower traffic levels could result in lower total revenues, even though toll rates might increase. See APPENDIX A – "THE BRIDGE SYSTEM – Toll Setting Authority."

Risk of Non-Payment of Direct Subsidy Payments

A portion of the payments of interest on certain of the Authority's toll bridge revenue bonds is expected to be paid with Build America Bond subsidy payments that the Authority expects to receive from the federal government. The U.S. Treasury may offset any subsidy payment to which the Authority is otherwise entitled against any other liability of the Authority payable to the United States of America, including without limitation withholding or payroll taxes, or other penalties or interest that may be owed at any time to the United States of America. The Code authorizes federal regulations and other guidance to carry out the Build America Bond program, which may reduce the certainty of receipt of subsidy payments by the Authority. Subsidy payments do not constitute full faith and credit obligations of or guarantees by the United States of America, but are to be paid as tax credits by the U.S. Treasury under the Recovery Act. Accordingly, no assurance can be given that the U.S. Treasury will make payment of the subsidy payments in the amounts which the Authority expects to receive, or that such payments will be made in a timely manner. No assurance can be given that Congress will not amend or repeal provisions of the program and thereby affect the payment of subsidy payments. Additionally, no assurance can be given as to the payment of subsidy payments in the event of any shutdown of federal government operations.

The Budget Control Act of 2011 (the "Budget Control Act") provided for increases in the federal debt limit and established procedures designed to reduce the federal budget deficit. The Budget Control Act provided that a failure by Congress to otherwise reduce the deficit would result in sequestration: automatic, generally across-the-board spending reductions. Sequestration became effective March 1, 2013, and resulted in a reduction of the subsidy payments received by the Authority in connection with its Build America Bonds by 8.7% or $6,161,348 through September 30, 2013. The Bipartisan Budget Act of 2013 extended and made certain modifications to sequestration, but generally did not affect the reduction of subsidy payments for Build America Bonds. The Federal Fiscal Year ("FFY") runs from October 1 through the succeeding September 30. Subsidy payments received by the Authority in connection with its Build America Bonds were reduced by 6.8% or $5,206,185 for FFY 2016, 6.9% or $5,282,746 for FFY 2017, 6.6% or $5,053,062 for FFY 2018, 6.2% or $4,746,815 for FFY 2019, and 5.9% for FFY 2020. The U.S. Treasury Department has announced a decrease in subsidy amounts by 5.7% for FFY 2021 and FFY 2022.

If the Authority fails to comply with the conditions to receiving the subsidy payments throughout the term of the toll bridge revenue bonds designated as Build America Bonds, it may no longer receive such payments and could be subject to a claim for the return of previously received payments. The Authority is obligated to make payments of principal of and interest on its toll bridge revenue bonds without regard to the receipt of subsidy payments.

Variable Rate Obligations and Credit Facilities

Currently, the Authority has Outstanding Senior Bonds that are variable rate demand bonds bearing interest at a Weekly Rate (the "VRDBs") that are supported by credit facilities (the "Weekly Rate Credit Facilities"), which are scheduled to expire as described in Appendix A. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – TABLE 10 – SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS OUTSTANDING SENIOR WEEKLY RATE BONDS." The Authority cannot predict the availability or cost of extending or replacing Weekly Rate Credit Facilities in the future or other refinancing strategies that will not require credit support.

Ratings Changes. Current ratings of the Authority's VRDBs are in part based on the ratings of the providers of the Weekly Rate Credit Facilities ("VRDB Credit Providers"). The rating agencies could in the future announce changes in outlook, reviews for downgrade, or downgrades, of the ratings of the VRDB Credit Providers and/or the VRDBs. Certain events specified in the Weekly Rate Credit Facilities, including adverse ratings developments with respect to the VRDB Credit Providers or the Authority, could lead to the need for purchases by the VRDB Credit Providers of VRDBs pursuant to the Reimbursement Agreement described in Appendix A, which could result in a substantial increase in the Authority's debt service-related costs. See APPENDIX A – "OTHER AUTHORITY OBLIGATIONS – Credit Facilities."

Acceleration. The Senior Bonds that are VRDBs are subject to tender at the option of the owners thereof and if not remarketed will be purchased by the applicable VRDB Credit Provider under the applicable Weekly Rate Credit Facility for such VRDBs. Under certain conditions, the reimbursement obligations related to such purchases may be due and payable immediately on a parity basis with the Senior Bonds. The Senior Bonds are not otherwise subject to acceleration.

Maximum Interest Rate. Additionally, the interest rate on the VRDBs fluctuates and could increase up to a maximum rate of 12% per annum or, if there is a failure to remarket, 15% per annum when purchased by a VRDB Credit Provider pursuant to a Weekly Rate Credit Facility.

Acceleration and Renewal. Prior to the scheduled expiration dates of any Weekly Rate Credit Facilities, the Authority will evaluate its outstanding debt obligations and determine whether to renew or replace such Weekly Rate Credit Facilities or to restructure its VRDB debt to reduce the need for credit and/or liquidity facilities. The Authority cannot predict the availability or cost of extending or replacing Weekly Rate Credit Facilities in the future or other refinancing strategies that would not require credit support.

Remarketing Risk

The 2021 Series A Bonds, the 2021 Series B Bonds and the 2021 Series C Bonds initially will bear interest at a Term Rate and Index Rate, respectively, and are not supported by a letter of credit or liquidity facility. In addition, as of the date of issuance of the 2021 Series Bonds, the Authority has other outstanding Senior Bonds that bear interest at a Term Rate and that are not supported by a letter of credit or liquidity facility. Excluding the 2014 Series E, 2014 Series H and 2017 Series D Bonds, which are expected to be refunded with the proceeds of the 2021 Series Bonds, these Senior Bonds are subject to mandatory tender on purchase dates ranging from April 1, 2022 to April 1, 2027. The Authority expects funds from remarketing these Senior Bonds to be applied to pay the purchase price of such Senior Bonds upon mandatory tender. The Authority is not obligated to provide any other funds for the purchase of such Senior Bonds other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to pay such Senior Bonds upon mandatory tender. If there are insufficient funds to purchase any Senior Bonds at the end of any Term Rate Period or Index Rate Period, the owners of such Bonds will retain such Senior Bonds and such Senior Bonds will bear interest at a Weekly Rate which shall be the Stepped Rate. The Stepped Rate increases over time as the Senior Bonds are unable to be remarketed and may reach 12%. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations – *Term Rate and Index Rate Bonds*."

Index Determination Risk

General Considerations. The Authority has a substantial amount of obligations (including the 2021 Series B Bonds and 2021 Series C Bonds) and derivative contracts that are based on indices that are determined by third parties, including the SIFMA Swap Index and the LIBOR Index. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – TABLE 11 – SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS OUTSTANDING SENIOR TERM RATE AND INDEX RATE BONDS" and "– TABLE 13 – QUALIFIED SWAP AGREEMENTS" for a detailed listing. The Authority is not responsible or accountable in any way for the determination of these indices or the procedures used in making those determinations and is not a member of or affiliated in any way with the associations or organizations responsible for determining these indices. The procedures employed in determining these indices may be modified from time to time and the publication of these indices may be delayed or discontinued entirely without any Authority involvement. Also, external market forces may result in the volatility of these indices. Moreover, these indices may be the subject of manipulation, as has been alleged by the Authority in pending litigation. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements – *LIBOR Litigation*."

The SIFMA Swap Index and the LIBOR Index are determined by third parties, and the Authority is not responsible or accountable for its determination, the securities used in its determination or the procedures used in its determination. The Authority, the Underwriters, and the Index Agent have no control over the determination, calculation or publication of the SIFMA Swap Index. There can be no guarantee that the SIFMA Swap Index will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the 2021 Series B Bonds and 2021 Series C Bonds. If the manner in which the SIFMA Swap Index is calculated is changed, that change may result in changes to the SIFMA Index Rate, which could result in a reduction in the amount of interest becoming due and payable on, or the market price of, the 2021 Series B Bonds and the 2021 Series C Bonds.

Swap Related Risks. The Authority has Qualified Swap Agreements of, as of June 30, 2020, a notional amount of $1,440,000,000 outstanding with various counterparties pursuant to which the Authority pays a fixed rate and receives a variable rate based on an index (the "Fixed Rate Payer Swaps"). The variable rates received pursuant to such agreements, which are LIBOR-based, may differ, at times substantially, from the interest rates on the Senior Bonds corresponding to such swap agreements. In addition, if the counterparties to such Qualified Swap Agreements encounter financial difficulties, under certain circumstances payments may not be received from such counterparties. Additionally, the swap agreements may be terminated early due to the occurrence of a termination event or an event of default with respect to the Authority or with respect to a counterparty requiring, depending on market conditions at the time, termination payments to be made by the Authority. Such termination payments could be substantial and are payable as Subordinate Obligations, on a parity basis with the Subordinate Bonds. Based on the aggregate fair market value of the Fixed Rate Payer Swaps as of June 30, 2020, had all of the Fixed Rate Payer Swaps terminated on such date, the payments due from the Authority would have aggregated approximately $644,705,755. For further discussion of the Authority's Qualified Swap Agreements, see APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements."

LIBOR Considerations. U.S. dollar London Inter-bank Offered Rates for multiple borrowing periods (collectively referred to as "LIBOR" in this section) are calculated and published by the benchmark's administrator, ICE Benchmark Administration Limited ("IBA"), which is regulated for such purposes by the United Kingdom's Financial Conduct Authority ("FCA"). The FCA has statutory powers to compel panel banks to provide rate quotations for the purpose of calculating the LIBOR. Although the FCA had previously announced that it would not ask, or require, that panel banks continue to submit quotations upon which the LIBOR is based beyond the end of 2021, the FCA announced on November 30, 2020, that it welcomed and supported the prospective continuation of most settings of the LIBOR beyond the end of 2021, as recently announced by the IBA.

In December 2020, IBA published a market consultation on its intention to cease the publication of the one-week and two-month LIBOR settings immediately following LIBOR publication on December 31, 2021, and the remaining LIBOR settings (overnight and one, three, six and 12 months) immediately following the LIBOR publication on June 30, 2023. Cessation of the publication of LIBOR rates applicable to the Qualified Swap Agreements at the end of June 2023 would mean that many legacy contracts referencing LIBOR would mature or reach the end of their term before related LIBOR rates cease to be published, although none of the Qualified Swap Agreements are scheduled to mature or reach the end of their term before that date.

It is possible that the panel banks could continue to provide quotations for, and that the IBA could continue to publish, LIBOR after June 30, 2023. It is also possible that the FCA could deem LIBOR to be no longer representative of its underlying market prior to that date, which may trigger transition to a replacement rate. In addition, these developments may result in a sudden or prolonged increase or decrease in published LIBOR rates, with LIBOR being more volatile than it has been in the past and potentially fewer financial instruments utilizing LIBOR as an index for scheduled payments.

The Secured Overnight Financing Rate ("SOFR") is expected to be the replacement rate for U.S. dollar determinations of LIBOR. However, because SOFR is a secured, risk-free rate, whereas LIBOR is an unsecured rate reflecting counterparty risk, SOFR will not likely be equivalent to LIBOR, and would likely need to be adjusted. The market appears to have arrived at a general consensus on the required adjustments to be made to SOFR to more closely align it with LIBOR. It is possible that LIBOR and adjusted SOFR, or any other replacement rate applicable to the Qualified Swap Agreements, could both be published for a period of time, which may result in market confusion.

On October 23, 2020, the International Swaps and Derivatives Association, Inc. published a multilateral "protocol" through which existing legacy swap contracts may be amended to incorporate provisions addressing the trigger events leading to replacement of LIBOR, as well as the replacement of LIBOR with a rate based on adjusted SOFR. This protocol became effective on January 25, 2021. However, both the Authority and its Qualified Swap Agreement counterparties would have to adhere to this protocol for its amendments to be effective with respect to the Qualified Swap Agreements. In the event that the Authority and/or a Qualified Swap Agreement counterparty fail to adhere to this protocol, or the parties otherwise fail to amend a Qualified Swap Agreement to refer to an alternative rate, the existing fallbacks for LIBOR under that Qualified Swap Agreement, which are based on a bank polling process, may present significant implementation challenges in the case of a permanent discontinuance of LIBOR. Also, in the event that the Authority and a Qualified Swap Agreement counterparty amend, through the protocol or otherwise, a Qualified Swap Agreement to refer to adjusted SOFR or another alternative rate, that alternative rate may differ, perhaps significantly, from LIBOR and may differ, perhaps significantly, from the interest rate to be paid by the Authority on the debt financing relating to such Qualified Swap Agreement.

In addition, New York State legislation is under consideration in connection with the discontinuance of LIBOR. If enacted, and the Authority and a Qualified Swap Agreement counterparty fail to amend their Qualified Swap Agreements through the protocol or otherwise to address the discontinuance of LIBOR, fallback provisions relating to determination of LIBOR by means of bank polling could be nullified. In such event, under the proposed legislation, adjusted SOFR could, by operation of law, be the replacement for LIBOR. Federal legislation in the U.S. relating to the discontinuance of LIBOR is also reportedly under consideration.

Cybersecurity

The Authority relies on large and complex technology networks, systems, information, and other assets ("Information and Operations Technology") for efficient operations, provision of services to the public, and collection of tolls and other revenue on its Bridge System. In connection with its delivery of critical services to the public, the Authority's Information and Operations Technology collects and stores sensitive customer data, including financial information, security information, proprietary business information, information regarding customers, suppliers and business partners, and personally identifiable information of customers and employees (collectively, "PII").

The Authority implements physical, technical, and administrative safeguards to protect the operations of its Information and Operations Technology and PII, including measures to comply with applicable requirements of federal and state law, including without limitation Streets and Highways Code Section 31490. Despite implementation of a security program and measures to protect its Information and Operations Technology and PII, the Authority's network, systems, information and other assets are vulnerable to cybersecurity risks and threats, including those that may result in the compromise of PII, theft or manipulation of information, and operational disruptions and outages, by employees through error or malfeasance, criminal or malicious hackers, terrorists, and hacktivists. Any such security incident, intrusion, or attack could result in unauthorized access to or acquisition of sensitive information or PII, disruptions to the Authority's operations, including toll collection and financial reporting or other activities, legal claims or proceedings, including but not limited to laws that protect the privacy of personal information, and regulatory inquiries and penalties.

State Legislation

State legislation is introduced from time to time that could affect the finances or operations of the Authority or MTC or both, including, the level and expenditure of tolls. The Authority cannot predict whether any such legislation will be introduced or enacted in future legislative sessions.

Voter Initiatives

In 1996, the voters of the State approved Proposition 218, a constitutional initiative, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of local governments to levy and collect both existing and future taxes, assessments, fees and charges. Proposition 218 requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government. Proposition 218 also provides for broad initiative powers to reduce or repeal any local tax, assessment, fee or charge.

In 2010, the voters of the State approved Proposition 26, another constitutional initiative, entitled the "Supermajority Vote to Pass New Taxes and Fees Act" ("Proposition 26"). Proposition 26, among other things, codified a definition of "tax" as used in Article XIII A, which requires that any changes in State statute that result in a taxpayer paying a higher tax be approved by a two-thirds vote of each of the California State Senate and the California Assembly, and in Article XIII C of the California Constitution, which requires that any special tax imposed by a local agency be submitted to the electorate and approved by a two-thirds vote. The Authority does not believe that the levy and collection of bridge tolls are taxes subject to such approvals.

In 2017, Senate Bill 595 ("SB 595") was enacted, imposing a toll increase of up to $3.00 for the Bridge System, subject to approval of the increase by a majority of voters in the San Francisco Bay Area.

A regional ballot measure, entitled Regional Measure 3 ("RM3"), was placed on the ballot in all nine counties in the San Francisco Bay Area and, on June 5, 2018, a majority of Bay Area voters approved RM3, including a toll increase of $3.00 phased in over time. Two suits have been filed asserting, among other claims, that SB 595 is a change in state statute resulting in a higher tax, which would require approval of two-thirds of all members of the State Legislature, and RM3 is a tax which requires two-thirds voter approval under Propositions 26 and 218.

The Authority disagrees with plaintiffs' allegations and characterizations of SB 595 and RM3 and intends to continue to vigorously defend its position. In a June 2020 decision, the California Court of Appeal, First Appellate District (the "Court of Appeal") agreed with the Authority's arguments that the toll increase imposed by SB 595 is excepted from the definition of tax under Article XIII A of the California Constitution because it is a charge imposed for the entrance to or use of State property, and that such exception is not subject to limitations relating to the reasonableness of the cost of the toll increase or the manner in which such cost is allocated to payors, as plaintiffs had argued. On August 10, 2020, plaintiffs petitioned the California Supreme Court for review of the Court of Appeal's decision and, on October 14, 2020, the California Supreme Court granted review and deferred further briefing pending resolution of a related case under review by the California Supreme Court in which the Court of Appeal had held that franchise fees, which the Court of Appeal stated are arguably subject to a similar exception for entrance to or use of local agency property under Article XIII C of the California Constitution, must be reasonably related to the value of such franchise. Were the California Supreme Court ultimately to hold that charges for entrance to or use of government property are taxes unless they meet certain reasonable cost and allocation requirements, the toll increase imposed by SB 595, and future toll increases, would be subject to such requirements in order to qualify for the applicable exception from the definition of "tax" under the California Constitution as amended by Proposition 26. In such event, litigation regarding the SB 595 toll increase would likely continue, and the Authority would expect to vigorously defend its position that the toll increase satisfies such reasonable cost and allocation requirements. See APPENDIX A – "LITIGATION – Challenges to SB 595 and RM3."

The Supreme Court of California, in the case of *Bighorn–Desert View Water Agency v. Verjil*, 39 Cal. 4th 205 (2006), also held that the initiative power described in Article XIII C applies to any local taxes, assessments, fees and charges as defined in Articles XIII C and XIII D. Article XIII D defines "fee" or "charge" to mean a levy (other than ad valorem or special taxes or assessments) imposed by a local government "upon a parcel or upon a person as an incident of property ownership", including a user fee for a "property related service." However, the Court also found that the terms "fee" and "charge" in section 3 of Article XIII C may not be subject to a "property related" qualification. The Authority also does not believe that the bridge toll is a "fee" or "charge" as defined in Articles XIII D or XIII C. If ultimately found to be applicable to the bridge tolls, the initiative power could be used to rescind or reduce the levy and collection of bridge tolls under Proposition 218. Any attempt by voters to use the initiative provisions under Proposition 218 in a manner which would prevent the payment of debt service on the Authority's toll bridge revenue bonds arguably violates the Contract Clause of the United States Constitution and accordingly should be precluded. The Authority cannot predict the potential impact on the financial condition of the Authority and the Authority's ability to pay the purchase price, principal of and interest on its toll bridge revenue bonds as and when due, as a result of the exercise of the initiative power under Proposition 218.

ABSENCE OF MATERIAL LITIGATION

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the 2021 Series Bonds the application of the proceeds thereof in accordance with the Senior Indenture, the collection or application of the Bridge Toll Revenues (except as described in APPENDIX A – "LITIGATION – Challenges to SB 595 and RM3"), or the statutory lien thereon, in any way contesting or affecting the validity or enforceability of the 2021 Series Bonds or the Senior Indenture, in any way contesting the completeness or accuracy of the Official Statement or the powers of the Authority with respect to the 2021 Series Bonds or the Senior Indenture, or which could, if adversely decided, have a materially adverse impact on the Authority's financial position or the Authority's ability to collect Bridge Toll Revenues (except as described in APPENDIX A – "LITIGATION – Challenges to SB 595 and RM3"). For other litigation involving the Authority, see APPENDIX A – "LITIGATION."

TAX MATTERS

2021 Tax-Exempt Bonds

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2021 Series A Bonds, 2021 Series B Bonds and 2021 Series C Bonds (collectively, the "2021 Tax-Exempt Bonds") is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). In the further opinion of Bond Counsel, interest on the 2021 Tax-Exempt Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Interest on the 2021 Tax-Exempt Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on the 2021 Tax-Exempt Bonds. A complete copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix E hereto.

To the extent the issue price of any maturity of the 2021 Tax-Exempt Bonds is less than the amount to be paid at maturity of such 2021 Tax-Exempt Bonds (excluding amounts stated to be interest and payable at least annually over the term of such 2021 Tax-Exempt Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each beneficial owner thereof, is treated as interest on the 2021 Tax-Exempt Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the 2021 Tax-Exempt Bonds is the first price at which a substantial amount of such maturity of the 2021 Tax-Exempt Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the 2021 Tax-Exempt Bonds accrues daily over the term to maturity of such 2021 Tax-Exempt Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such 2021 Tax-Exempt Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such 2021 Tax-Exempt Bonds. Beneficial owners of the 2021 Tax-Exempt Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2021 Tax-Exempt Bonds with original issue discount, including the treatment of beneficial owners who do not purchase such 2021 Tax-Exempt Bonds in the original offering to the public at the first price at which a substantial amount of such 2021 Tax-Exempt Bonds is sold to the public.

2021 Tax-Exempt Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a beneficial owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such beneficial owner. Beneficial owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2021 Tax-Exempt Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the 2021 Tax-Exempt Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the 2021 Tax-Exempt Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the 2021 Tax-Exempt Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the 2021 Tax-Exempt Bonds may adversely affect the value of, or the tax status of interest on, the 2021 Tax-Exempt Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the 2021 Tax-Exempt Bonds is excluded from gross income for federal income tax purposes and that interest on the 2021 Tax-Exempt Bonds is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the 2021 Tax-Exempt Bonds may otherwise affect a beneficial owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the beneficial owner or the beneficial owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2021 Tax-Exempt Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the 2021 Tax-Exempt Bonds. Prospective purchasers of the 2021 Tax-Exempt Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the 2021 Tax-Exempt Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. Bond Counsel is not obligated to defend the owners regarding the tax-exempt status of the 2021 Tax-Exempt Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority and their appointed counsel, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the 2021 Tax-Exempt Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the 2021 Tax-Exempt Bonds, and may cause the Authority or the beneficial owners to incur significant expense.

2021 Series F-1 Bonds

In the opinion of Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2021 Series F-1 Bonds is exempt from State of California personal income taxes. Bond Counsel observes that interest on the 2021 Series F-1 Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on the 2021 Series F-1 Bonds. A complete copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix E hereto.

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to holders of the 2021 Series F-1 Bonds that acquire their 2021 Series F-1 Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the IRS with respect to any of the U.S. federal tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their 2021 Series F-1 Bonds as part of a hedge, straddle or an integrated or conversion transaction, investors whose "functional currency" is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Code, or (iii) the indirect effects on persons who hold equity interests in a holder. This summary also does not consider the taxation of the 2021 Series F-1 Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors that acquire their 2021 Series F-1 Bonds pursuant to this offering for the issue price that is applicable to such 2021 Series F-1 Bonds (i.e., the price at which a substantial amount of the 2021 Series F-1 Bonds are sold to the public) and who will hold their 2021 Series F-1 Bonds as "capital assets" within the meaning of Section 1221 of the Code.

As used herein, "U.S. Holder" means a beneficial owner of a 2021 Series F-1 Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). As used herein, "Non-U.S. Holder" generally means a beneficial owner of a 2021 Series F-1 Bond (other than a partnership) that is not a U.S. Holder. If a partnership holds 2021 Series F-1 Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding 2021 Series F-1 Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the 2021 Series F-1 Bonds (including their status as U.S. Holders or Non-U.S. Holders).

Prospective investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the purchase, ownership and disposition of the 2021 Series F-1 Bonds in light of their particular circumstances.

U.S. Holders

Interest. Interest on the 2021 Series F-1 Bonds generally will be taxable to a U.S. Holder as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes.

To the extent that the issue price of any maturity of the 2021 Series F-1 Bonds is less than the amount to be paid at maturity of such 2021 Series F-1 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such 2021 Series F-1 Bonds) by more than a *de minimis* amount, the difference may constitute original issue discount ("OID"). U.S. Holders of 2021 Series F-1 Bonds will be required to include OID in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest (which may be before the receipt of cash payments attributable to such income). Under this method, U.S. Holders generally will be required to include in income increasingly greater amounts of OID in successive accrual periods.

2021 Series F-1 Bonds purchased for an amount in excess of the principal amount payable at maturity (or, in some cases, at their earlier call date) will be treated as issued at a premium. A U.S. Holder of a 2021 Series F-1 Bond issued at a premium may make an election, applicable to all debt securities purchased at a premium by such U.S. Holder, to amortize such premium, using a constant yield method over the term of such 2021 Series F-1 Bond.

Sale or Other Taxable Disposition of the 2021 Series F-1 Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a 2021 Series F-1 Bond will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a 2021 Series F-1 Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the 2021 Series F-1 Bond, which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted U.S. federal income tax basis in the 2021 Series F-1 Bond (generally, the purchase price paid by the U.S. Holder for the 2021 Series F-1 Bond, decreased by any amortized premium, and increased by the amount of any OID previously included in income by such U.S. Holder with respect to such 2021 Series F-1 Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the 2021 Series F-1 Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the 2021 Series F-1 Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

Defeasance of the 2021 Series F-1 Bonds. If the Authority defeases any 2021 Series F-1 Bond, the 2021 Series F-1 Bond may be deemed to be retired for U.S. federal income tax purposes as a result of the defeasance. In that event, in general, a holder will recognize taxable gain or loss equal to the difference between (i) the amount realized from the deemed sale, exchange or retirement (less any accrued qualified stated interest which will be taxable as such) and (ii) the holder's adjusted U.S. federal income tax basis in the 2021 Series F-1 Bond.

Information Reporting and Backup Withholding. Payments on the 2021 Series F-1 Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate U.S. Holder of the 2021 Series F-1 Bonds may be subject to backup withholding at the current rate of 24% with respect to "reportable payments," which include interest paid on the 2021 Series F-1 Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the 2021 Series F-1 Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain U.S. holders (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. A holder's failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

Non-U.S. Holders

Interest. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "Foreign Account Tax Compliance Act ("FATCA")—U.S. Holders and Non-U.S. Holders," payments of principal of, and interest on, any 2021 Series F-1 Bond to a Non-U.S. Holder, other than (1) a controlled foreign corporation described in Section 881(c)(3)(C) of the Code, and (2) a bank which acquires such 2021 Series F-1 Bond in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. federal withholding tax provided that the beneficial owner of the 2021 Series F-1 Bond provides a certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading "Information Reporting and Backup Withholding," or an exemption is otherwise established.

Disposition of the 2021 Series F-1 Bonds. Subject to the discussions below under the headings "Information Reporting and Backup Withholding" and "Foreign Account Tax Compliance Act ("FATCA")—U.S. Holders and Non-U.S. Holders," any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority or a deemed retirement due to defeasance of the 2021 Series F-1 Bond) or other disposition of a 2021 Series F-1 Bond generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States; or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition and certain other conditions are met.

Information Reporting and Backup Withholding. Subject to the discussion below under the heading "Foreign Account Tax Compliance Act ("FATCA")—U.S. Holders and Non-U.S. Holders," under current U.S. Treasury Regulations, payments of principal and interest on any 2021 Series F-1 Bonds to a holder that is not a United States person will not be subject to any backup withholding tax requirements if the beneficial owner of the 2021 Series F-1 Bond or a financial institution holding the 2021 Series F-1 Bond on behalf of the beneficial owner in the ordinary course of its trade or business provides an appropriate certification to the payor and the payor does not have actual knowledge that the certification is false. If a beneficial owner provides the certification, the certification must give the name and address of such owner, state that such owner is not a United States person, or, in the case of an individual, that such owner is neither a citizen nor a resident of the United States, and the owner must sign the certificate under penalties of perjury. The current backup withholding tax rate is 24%.

Foreign Account Tax Compliance Act ("FATCA")—U.S. Holders and Non-U.S. Holders

Sections 1471 through 1474 of the Code impose a 30% withholding tax on certain types of payments made to foreign financial institutions, unless the foreign financial institution enters into an agreement with the U.S. Treasury to, among other things, undertake to identify accounts held by certain U.S. persons or U.S.-owned entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these and other reporting requirements, or unless the foreign financial institution is otherwise exempt from those requirements. In addition, FATCA imposes a 30% withholding tax on the same types of payments to a non-financial foreign entity unless the entity certifies that it does not have any substantial U.S. owners or the entity furnishes identifying information regarding each substantial U.S. owner. Under current guidance, failure to comply with the additional certification, information reporting and other specified requirements imposed under FATCA could result in the 30% withholding tax being imposed on payments of interest on the 2021 Series F-1 Bonds. In general, withholding under FATCA currently applies to payments of U.S. source interest (including OID) and, under current guidance, will apply to certain "passthru" payments no earlier than the date that is two years after publication of final U.S. Treasury Regulations defining the term "foreign passthru payments." Prospective investors should consult their own tax advisors regarding FATCA and its effect on them.

The foregoing summary is included herein for general information only and does not discuss all aspects of U.S. federal taxation that may be relevant to a particular holder of 2021 Series F-1 Bonds in light of the holder's particular circumstances and income tax situation. Prospective investors are urged to consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of 2021 Series F-1 Bonds, including the application and effect of state, local, non-U.S., and other tax laws.

LEGAL MATTERS

The validity of the 2021 Series Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of opinion of Bond Counsel is contained in Appendix E hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of the Official Statement. Certain legal matters will be passed upon for the Authority by its general counsel and by Kutak Rock LLP, as Disclosure Counsel to the Authority, and for the Underwriters by their counsel, Nixon Peabody LLP.

RATINGS

2021 Series Bonds

Moody's Investors Service ("Moody's") has assigned a rating of "Aa3" to the 2021 Series Bonds. S&P Global Ratings ("S&P") has assigned a rating of "AA" to the 2021 Series Bonds. Fitch Ratings ("Fitch") has assigned a rating of "AA" to the 2021 Series Bonds.

Meaning of Ratings

The ratings described above reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Fitch Ratings, 300 W. 57th Street, New York, New York 10019; Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007; and S&P Global Ratings, 55 Water

Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. Such ratings could be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the 2021 Series Bonds.

UNDERWRITING

The Authority has entered into a Purchase Contract (the "Purchase Contract") with respect to the 2021 Series Bonds with BofA Securities, Inc., Citigroup Global Markets Inc., Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC (collectively, the "Underwriters"). Pursuant to the Purchase Contract, the Underwriters have agreed, subject to conditions, to purchase the 2021 Series Bonds at a purchase price of $716,398,756.87, which represents the aggregate principal amount of the 2021 Series Bonds plus an original premium (with respect to the 2021 Series A Bonds) of $10,671,903.50 less an underwriters' discount of $5,163,146.63.

The Underwriters will purchase all of the 2021 Series Bonds if any are purchased. The Underwriters have agreed to make a public offering of the 2021 Series Bonds at the prices or yields shown in the SUMMARY OF OFFERING.

BofA Securities, Inc., an underwriter of the 2021 Series Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the 2021 Series Bonds.

Citigroup Global Markets Inc., an Underwriter of the 2021 Series Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts with respect to the 2021 Series Bonds.

J.P. Morgan Securities LLC ("JPMS"), an Underwriter of the 2021 Series Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase 2021 Series Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any 2021 Series Bonds that such firm sells.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, financing, brokerage and other financial and non-financial services. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, a variety of these services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority (including the Refunded Bonds that are being refunded with the proceeds of the 2021 Series Bonds).

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

VERIFICATION REPORT

Upon deposit of funds with, and purchase of securities by, the Senior Indenture Trustee, as escrow agent with respect to the Fixed Rate Refunded Bonds, Causey Demgen & Moore P.C., independent certified public accountants, will deliver a report stating that the firm has verified the mathematical accuracy of certain computations relating to the adequacy of the maturing principal of and interest on the investments in the 2021 Fixed Rate Refunded Bonds Escrow Fund and the other moneys in such funds to pay when due the interest on and the maturing principal or redemption price of the Fixed Rate Refunded Bonds. No verification report will be provided with respect to the Variable Rate Refunded Bonds. See "SUMMARY OF FINANCING PLAN" herein.

MUNICIPAL ADVISOR

The Authority has retained PFM Financial Advisors, LLC, San Francisco, California, as municipal advisor (the "Municipal Advisor") in connection with the issuance of the 2021 Series Bonds. The Municipal Advisor is an Independent Registered Municipal Advisor under section 15B of the Securities Exchange Act of 1934 and the rules promulgated thereunder by the Securities and Exchange Commission. The Municipal Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement.

RELATIONSHIP OF CERTAIN PARTIES

MUFG Union Bank, N.A. is the Senior Indenture Trustee under the Senior Indenture pursuant to which the Senior Bonds (which will include the 2021 Series Bonds), are issued and outstanding. MUFG Union Bank, N.A. is a party to the Reimbursement Agreement. As discussed further in "DESCRIPTION OF THE 2021 SERIES BONDS – General – *Senior Indenture Trustee – Possible Successor,*" MUFG Union Bank, N.A., has entered into a definitive agreement with U.S. Bank National Association to sell MUFG Union Bank, N.A.'s debt servicing and securities custody products businesses. The Bank of New York Mellon Trust Company, N.A. is the Subordinate Indenture Trustee under the Subordinate Indenture pursuant to which the Subordinate Bonds are issued and outstanding. The Bank of New York Mellon has entered into Qualified Swap Agreements with the Authority. The Bank of New York Mellon Trust Company, N.A. and The Bank of New York Mellon are affiliated and are subsidiaries of The Bank of New York Mellon Corporation. Bank of America, N.A. has entered into Qualified Swap Agreements with the Authority. Bank of America, N.A. is also a party to the Reimbursement Agreement. BofA Securities, Inc. is an underwriter with respect to the 2021 Series Bonds and is a remarketing agent for some of the Authority's outstanding Senior Bonds. BofA Securities, Inc. and Bank of America, N.A. are affiliated and are subsidiaries of Bank of America Corporation. Citibank, N.A. has entered into Qualified Swap Agreements with the Authority. Citigroup Global Markets Inc. is an underwriter with respect to 2021 Series Bonds and is a remarketing agent for some of the Authority's outstanding Senior Bonds. Citigroup Global Markets Inc. and Citibank, N.A. are affiliated and are subsidiaries of Citigroup Inc. JPMorgan Chase Bank, National Association has entered into Qualified Swap Agreements with the Authority. J.P. Morgan

Securities LLC is an underwriter with respect to the 2021 Series Bonds and is a remarketing agent for some of the Authority's outstanding Senior Bonds. J.P. Morgan Securities LLC and JPMorgan Chase Bank, National Association are affiliated and are subsidiaries of JPMorgan Chase & Co. Goldman Sachs Mitsui Marine Derivative Products, L.P. has entered into Qualified Swap Agreements with the Authority. Goldman Sachs Mitsui Marine Derivative Products, L.P. and Goldman Sachs & Co. LLC are affiliated and are subsidiaries of The Goldman Sachs Group Inc. Goldman Sachs & Co. LLC is an underwriter with respect to the 2021 Series Bonds and is a remarketing agent for certain of the Authority's outstanding Senior Bonds. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements" and "OTHER AUTHORITY OBLIGATIONS – Credit Facilities."

The Authority's capital improvement projects and related activities, including the sale of the 2021 Series Bonds, have been made possible, in part, by hiring underwriters, remarketing agents, bond insurers, reserve surety providers, liquidity providers, letter of credit providers, trustees and interest rate swap counterparties to assist the Authority. Certain of these entities or their affiliates have and continue to participate in more than one capacity in financings for, and contractual relationships with, the Authority.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the owners and beneficial owners of certain of its Bonds, including the 2021 Series Bonds, to cause to be provided annual reports to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website ("EMMA") for purposes of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Rule"), including its audited financial statements and operating and other information as described in the Continuing Disclosure Agreement. Pursuant to such undertakings, the Authority will provide an annual report through EMMA not later than nine months after the end of each Fiscal Year of the Authority (presently June 30). The form of Continuing Disclosure Agreement for the 2021 Series Bonds is attached as Appendix G hereto.

Fitch issued a new rating of "AA-" on the Subordinate Bonds on May 7, 2018, and the Authority filed notice of that new rating assignment on EMMA more than 10 business days after such date.

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MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Authority and holders of any of the 2021 Series Bonds. All quotations from and summaries and explanations of the Senior Indenture, and of other statutes and documents contained herein, do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

Any statements in this Official Statement involving matters of opinion are intended as such and not as representations of fact.

The execution and delivery of this Official Statement by an authorized officer of the Authority has been duly authorized by the Authority.

BAY AREA TOLL AUTHORITY

By: /s/ Therese W. McMillan
Executive Director

APPENDIX A

BAY AREA TOLL AUTHORITY

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INTRODUCTION

This Appendix A to the Official Statement contains information concerning the Bay Area Toll Authority (the "Authority" or "BATA"), and certain related entities, and includes descriptions of aspects of the Bridge System, capital projects for the Bridge System and other transit programs, and financial and operating information of the Authority and certain other investment considerations. References herein to "FYE" and "Fiscal Year" refer to, as the context requires, the fiscal year or years ended or ending June 30 for the Metropolitan Transportation Commission ("MTC") and the Authority. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used but not otherwise defined in this Appendix A shall have the meaning given in the forepart of this Official Statement.

Historic information about the Authority's finances and operations presented in this Official Statement (including this Appendix A) should be considered in light of the ongoing effects of the COVID-19 pandemic and the known and unknown effects of the pandemic on the current and future finances and operations of the Authority. See "RISK FACTORS – Impact of the COVID-19 Pandemic" in the forepart of the Official Statement and "COVID-19 PANDEMIC" below for current information and expectations about the effects of COVID-19 on the finances and operations of the Authority, including projected revenues shown in Table 17 in this Appendix A, which projections are based on current expectations and information and is not intended as a representation of facts or guarantee of results.

COVID-19 PANDEMIC

General

As described in more detail under "RISK FACTORS – Impact of COVID-19 Pandemic" in the forepart of this Official Statement, the spread of COVID-19 is having significant adverse health and financial impacts throughout the world, including the San Francisco Bay Area. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the Mayor of the City of San Francisco, the Governor of the State and the President of the United States. The State and the nine counties of the San Francisco Bay Area (the "Bay Area Counties"), as well as many states, counties and cities nationwide, have instituted social distancing guidelines and/or stay-at-home orders for various periods of time, with certain exceptions for essential infrastructure and essential governmental functions. Other ongoing orders and guidelines include working from home, conducting school from home, cancelling numerous events, avoiding discretionary travel, limiting social gatherings and restricting the operations of restaurants, bars and other gathering establishments.

The Authority cannot predict (i) the ultimate duration or extent of the COVID-19 outbreak or any other outbreak or pandemic; (ii) the scope or duration of the stay at home orders or any other restrictions or warnings related to travel, gatherings or other activities, and the duration or extent to which such orders or restrictions will remain in effect in the Bay Area Counties or in the State; (iii) what effect any COVID-19 or other outbreak or pandemic-related restrictions or warnings may have in the future on travel, commerce, the collection and receipt of Bridge Toll Revenues by the Authority and the operating expenses and capital costs of the Authority; (iv) whether and to what extent COVID-19 or another outbreak or pandemic may disrupt local, State, national or global economies, construction, manufacturing or supply chains; (v) the extent to which the COVID-19 outbreak or another outbreak or pandemic, or the resultant disruption to the local, State, national or global economy, may result in changes in future traffic patterns and use of the Bridge System, generally; or (vi) whether any of the foregoing may in the future have a material adverse effect on the finances and operations of the Authority and Bridge Toll Revenues.

Bridge Traffic

As a result of the ongoing COVID-19 pandemic and the associated stay-at-home-orders and other preventive measures that have been imposed by the various governmental entities, the Authority has experienced and is continuing to experience declines in motor vehicle traffic on each of the seven State-owned toll bridges in the San Francisco Bay Area (the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge (each, a "Bridge" and collectively, the "Bridge System")).

Table 1 below provides comparative information of total monthly motor vehicle traffic on all of the Bridges for the Fiscal Years ended June 30, 2019 and 2020 and the first six months of the current Fiscal Year ending June 30, 2021.

TABLE 1
MONTHLY TOTAL TRAFFIC ALL BRIDGES
FISCAL YEARS 2019 AND 2020 AND FIRST SIX MONTHS OF FISCAL YEAR 2021
(Number of Vehicles in Thousands)[1]
(Unaudited)

Month	Fiscal Year 2019[3]	Fiscal Year 2020[3]	Fiscal Year 2021[3]	Percent Change (FY2020 vs. FY2019)	Percent Change (FY2021 vs. FY2020)
July	12,551	12,330	8,359	(1.8)%	(32.2)%
August	12,790	12,544	9,406	(1.9)	(25.0)
September	12,022	11,790	9,293	(1.9)	(21.2)
October	12,400	12,071	9,879	(2.7)	(18.2)
November	11,453	11,366	8,980	(0.8)	(21.0)
December	11,721	11,344	8,754	(3.2)	(22.8)
January	11,456	11,344	N/A	(1.0)	N/A
February	10,496	10,970	N/A	4.5	N/A
March	12,075	8,294	N/A	(31.3)	N/A
April	11,981	5,594	N/A	(53.3)	N/A
May	12,248	7,437	N/A	(39.3)	N/A
June	12,106	9,144	N/A	(24.5)	N/A
Total Vehicles[2]	143,299	124,228	N/A	(13.3)%	N/A

(1) Totals may not add due to rounding.
(2) The table shows total traffic using the Bridges. Total paid traffic using the Bridges for Fiscal Years 2019 and 2020 was approximately 138,284,00 vehicles and approximately 119,782,000 vehicles, respectively. Total paid traffic using the Bridges for the first six months (July through December) of Fiscal Year 2021 was approximately 48,060,000 vehicles. See also Table 5 below.
(3) See Table 2 below for the first six months (July through December) of total traffic on each individual Bridge for Fiscal Years 2019, 2020 and 2021.
Source: The Authority

Table 2 below provides comparative information of total motor vehicle traffic on each of the Bridges for the first six months (July through December) of the Fiscal Years ended June 30, 2019 and 2020 and the current Fiscal Year ending June 30, 2021.

TABLE 2
TOTAL TRAFFIC BY BRIDGE
FIRST SIX MONTHS OF FISCAL YEARS 2019, 2020 AND 2021
(Number of Vehicles in Thousands)(1)(2)
(Unaudited)

Bridge	Fiscal Year 2019(3)	Fiscal Year 2020(4)	Fiscal Year 2021(5)	Percent Change (FY2020 vs. FY2019)	Percent Change (FY2021 vs. FY2020)
Antioch Bridge	1,635	1,688	1,467	3.3%	(13.1)%
Benicia-Martinez Bridge	11,232	10,935	8,520	(2.6)	(22.1)
Carquinez Bridge	11,749	11,419	9,743	(2.8)	(14.7)
Dumbarton Bridge	6,199	6,115	3,573	(1.4)	(41.6)
Richmond-San Rafael Bridge	7,656	7,499	5,808	(2.0)	(22.6)
San Francisco-Oakland Bay Bridge	24,193	23,687	19,140	(2.1)	(19.2)
San Mateo–Hayward Bridge	10,273	10,102	6,420	(1.7)	(36.4)
Total Vehicles	72,937	71,445	54,671	(2.0)	(23.5)%

(1) Totals may not add due to rounding.
(2) The table shows total traffic using the Bridges for the first six months (July through December) of Fiscal Years 2019, 2020 and 2021. Total paid traffic using the Bridges for the first six months (July through December) of Fiscal Years 2019, 2020 and 2021 was approximately 70,005,000 vehicles, approximately 69,950,000 vehicles and approximately 48,060,000 vehicles, respectively. See also Table 1 above and Table 5 below.
(3) July through December 2018.
(4) July through December 2019.
(5) July through December 2020.
Source: The Authority

As a result of the COVID-19 pandemic, the Authority is closely monitoring traffic volumes on the Bridge System and toll collections. The Authority cannot predict the extent and duration of changes in traffic volume on the Bridge System as a result of the COVID-19 pandemic and its associated economic impacts, including on Bridge Toll Revenues, as discussed below. It is possible that driving behavior and traffic patterns in the Bay Area may be permanently altered, once the various guidelines and orders implemented in response to the COVID-19 pandemic have been lifted, as a result of residents' and businesses' telecommuting experiences during the outbreak.

Toll Collections

Tolls on each of the Bridges are collected from vehicles crossing in one direction only. The Authority is responsible for processing all toll revenue collections. Prior to the COVID-19 pandemic, the Authority operated both electronic and cash toll collection lanes on each Bridge. Tolls are collected electronically through the FasTrak system (which is an electronic toll collection ("ETC") system operated by the Authority). Cash toll payments were collected on each Bridge at toll booths staffed by employees of the California Department of Transportation ("Caltrans"). Beginning in March 2020, the State and Caltrans suspended cash toll collections on the Bridges, and starting in April 2020, the Authority converted from ETC/cash payment to ETC/cash invoice and suspended violation penalty assessments for unpaid tolls. While cash toll operations were suspended, the Authority billed non-FasTrak users directly, by mailing photo-captured license plate information and bills to the registered owner's address on file with the California Department of Motor Vehicles (the 'DMV") in accordance with State law. Between March 2020 and December 2020, the Authority invoiced approximately $116 million of unpaid cash tolls (i.e., non-

FasTrak user). Approximately 60% of those invoices were resolved by payment or administrative correction. The Authority has initiated a second invoice process for the balance of these outstanding unresolved invoices by sending out second notices. Any unpaid invoices remaining after the second notice will be put into the violation process, without penalties. Any unpaid violations, including both first and second notices, will be transmitted to the DMV, for placement of a hold on the vehicle registration until the outstanding toll obligation is satisfied.

As of January 1, 2021, manual toll collection operations on the Bridges were permanently ended, and, as of January 1, 2021, the Authority began collecting all tolls from vehicles crossing the Bridges electronically either through its FasTrak system, through a License Plate Account (which links a photo-captured license plate to a credit card whenever the vehicle crosses a Bridge) or by invoicing the registered owner of the vehicle (which is accomplished by automated, high-speed cameras capturing images of a vehicle's license plates which images are then processed by the FasTrak Regional Customer Service Center, which then mails an invoice each month to the address at which the vehicle is registered with the DMV). Additionally, on January 1, 2021, the Authority reinstated full violation penalty assessments for unpaid tolls from vehicles using the Bridges on and after January 1, 2021. See "—THE BRIDGE SYSTEM – Bridge Toll Collection" below.

COVID-19 Pandemic Response and Recovery Planning

As a result of the continuing effects of reduced traffic volumes on the Bridges and the related reduction of the collection of Bridge Toll Revenues caused by the COVID-19 pandemic, the Authority has taken several proactive steps to ensure it continues to meet all of its financial obligations, including, among others, the payment of all debt service on its outstanding Senior Bonds and Subordinate Bonds and complying with its debt service coverage requirements and covenants. One of the steps taken by the Authority included making a one-time prepayment of approximately $160 million of the principal of and interest on certain outstanding Senior Bonds and Subordinate Bonds due in FYE 2021. This one-time prepayment was made in May 2020 using unrestricted available funds of the Authority. See "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE – Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage – Table 17 Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage" and Note 5, page 79 of the MTC 2020 CAFR (as defined herein).

In June 2020, the governing body of the Authority approved the Authority's operating and capital budgets for FYE 2021. As a direct result of the ongoing effects of the COVID-19 pandemic, the Authority has budgeted significant reductions in Bridge Toll Revenue collections, operating expenses and expenditures on the Authority's Bridge System rehabilitation and operational improvement projects. The Authority has budgeted (i) Bridge Toll Revenues of $514.3 million for FYE 2021 (a $119.6 million (or 18.9%) decrease from Bridge Toll Revenues collected in FYE 2020), and total revenues (Bridge Toll Revenues, violation revenue and interest earnings) of $553.3 million for FYE 2021 (a $148.8 million (or 21.2%) decrease from total revenues (Bridge Toll Revenues, violation revenue and interest earnings) collected in FYE 2020); (ii) operating expenses (including debt service on the Senior Bonds and Subordinate Bonds) of $632.4 million for FYE 2021 (a $180.0 million (or 22.2%) decrease from actual operating expenses (including debt service on the Senior Bonds and Subordinate Bonds) for FYE 2020); and (iii) $51.3 million for Bridge System rehabilitation and operational improvement projects (the FYE 2020 budget for Bridge System rehabilitation and operational improvement projects was $185 million). The Authority was able to achieve a balanced budget as a result of the prepayment of debt service described in the prior paragraph and an expected use of approximately $50.8 million of unrestricted reserves to pay for the Bridge System rehabilitation and operational improvement projects. The Authority will continue to closely monitor revenues and expenses during FYE 2021 and will take appropriate actions as necessary.

Another step taken by the Authority as a result of the COVID-19 pandemic was the creation of the "Recovery Ad Hoc Working Group" (the "Recovery Working Group") in the spring of 2020. The Recovery Working Group held its first meeting in August 2020. The chair of the governing board of the Authority appointed the Recovery Working Group to assist the Authority in understanding the impacts caused by the COVID-19 pandemic on the Bridge System, and to guide the Authority and Caltrans in addressing these impacts on bridge operations, maintenance and rehabilitation. The Recovery Working Group consists of five commissioners of the board (including the representative from the California State Transportation Agency). The Recovery Working Group also has created an executive steering committee to assist it, which consists of the Executive Director of the Authority, the Deputy Executive Director, Operations of the Authority, the Chief Financial Officer of the Authority, and a representative from Caltrans. The objectives of the Recovery Working Group include: (i) review and address impacts of constrained revenue on bridge operations, maintenance and rehabilitation; (ii) review and address COVID-19 impacts to traffic, carpool/vanpool, and transit operations on the bridge corridors; (iii) review California State Transportation Agency project and funding priorities in light of needs and constraints; and (iv) explore opportunities with Caltrans to more effectively and efficiently manage and deliver on the bridge corridors. The Recovery Working Group has a two pronged work plan. The first prong is confirming priority projects to maintain the Bridges in a state of good repair, support toll collection and "Open Road Tolling" implementation and improve mobility in the Bridge corridors. The Recovery Working Group is looking at options to minimize delays in key priority projects. The second prong will consist of strategies to strengthen the partnership between Caltrans and the Authority. The Recovery Working Group expects to provide recommendations to the Authority's Oversight Committee in April 2021.

BAY AREA TOLL AUTHORITY

The Authority administers the toll revenues from seven State-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge. See "THE BRIDGE SYSTEM."

The Authority is a public agency created in 1997 by California law. It operates pursuant to Chapters 4, 4.3 and 4.5 of Division 17 of the California Streets and Highways Code and the provisions of the Revenue Bond Law of 1941 made applicable to the Authority by California Streets and Highways Code Section 30961 (collectively, as amended from time to time, the "Act"). The Act provides the Authority with broad toll-setting authority for the Bridges.

Governance

The governing body of the Authority has the same governing board members as MTC, which consists of 18 voting members appointed by local agencies and three nonvoting members appointed by state and federal agencies. MTC is a public agency created in 1970 by California law for the purpose of providing regional transportation planning and organization for the nine San Francisco Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma, sometimes collectively referred to herein as the "Bay Area." Each commissioner's term of office is four years or until a successor is appointed. The current term began on February 10, 2019, and ends on February 9, 2023. The chair and vice-chair are elected every two years. The current members and their terms are shown in the table that follows.

MTC Commissioners and Authority Members

Member Name	Description of Position	Originally Appointed
	Voting Members	
Alfredo Pedroza, Chair	Napa County and Cities	January 2017
Nick Josefowitz, Vice Chair	San Francisco Mayor's Appointee	January 2017
Margaret Abe-Koga	Cities of Santa Clara County	December 2020
Eddie H. Ahn	San Francisco Bay Conservation and Development Commission	May 2020
David Canepa	San Mateo County	January 2021
Cindy Chavez	Santa Clara County	December 2020
Damon Connolly	Marin County and Cities	January 2017
Carol Dutra-Vernaci	Cities of Alameda County	December 2016
Federal D. Glover	Contra Costa County	December 2006
Sam Liccardo	San Jose Mayor's Appointee	February 2011
Jake Mackenzie	Sonoma County and Cities	September 2008
Nate Miley	Alameda County	February 2021
Gina Papan	Cities of San Mateo County	February 2019
David Rabbitt	Association of Bay Area Governments	February 2019
Hillary Ronen	City and County of San Francisco	February 2019
Libby Schaaf	Oakland Mayor's Appointee	January 2015
James P. Spering	Solano County and Cities	February 1987
Amy R. Worth	Cities of Contra Costa County	February 2007
	Non-Voting Members	
Dina El-Tawansy	California State Transportation Agency	November 2020
Dorene M. Giacopini	U.S. Department of Transportation	August 1995
Vacant	U.S. Department of Housing and Urban Development	

Toll Bridge Revenue Bond Program

Bridge Toll Revenues. As defined in the Indenture, Bridge Toll Revenues consist of toll revenues and all other income allocated to the Authority pursuant to Section 30953 of the Act derived from the Bay Area Bridges and not limited or restricted to a specific purpose, including certain revenues derived from toll increases the California State Legislature (the "State Legislature") has enacted from time to time contingent upon approvals of regional measures by Bay Area voters. See "THE BRIDGE SYSTEM – Bridge Toll Rates," "LITIGATION – Challenges to SB 595 and RM3," APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE," and APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE."

In 2017, Senate Bill 595 ("SB 595") was enacted, imposing a toll increase of up to $3.00 for the Bridge System, subject to approval of the increase and related expenditure plan by a majority of voters in the Bay Area. A regional ballot measure, entitled Regional Measure 3 ("RM3"), was placed on the ballot in all nine counties in the Bay Area and, on June 5, 2018, a majority of Bay Area voters approved RM3, including a toll increase of $3.00 phased in over time, with a $1.00 toll increase on January 1, 2019, a $1.00 toll increase on January 1, 2022, and a $1.00 toll increase on January 1, 2025, for vehicles traveling on the Bridges (collectively, the "SB 595 Toll Increases"). See THE BRIDGE SYSTEM – Bridge Toll Rates – Table 4 Bridge System Total Toll Rates."

Two suits have been filed challenging the SB 595 Toll Increases (as further defined herein, the "Challenges to SB 595 and RM3"). See "LITIGATION – Challenges to SB 595 and RM3." Pursuant to Resolution No. 129 adopted by the Authority on December 19, 2018, an escrow account (the "SB 595 Escrow Account") has been established and is held by MUFG Union Bank, N.A., as escrow agent, for the purpose of depositing proceeds of the SB 595 Toll Increases collected by the Authority while the Challenges to SB 595 and RM3 are pending. The Authority intends to hold the SB 595 Toll Increases in the SB 595 Escrow Account until the Challenges to SB 595 and RM3 reach a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by the Authority.

Revenue Bond Program. From time to time, the Authority has issued Senior Bonds under the Senior Indenture and Subordinate Bonds under the Subordinate Indenture. As of March 17, 2021, the expected delivery date of the 2021 Series Bonds and the expected date of the refunding of the Refunded Bonds, as described in more detail in the forepart of this Official Statement under the heading "SUMMARY OF FINANCING PLAN", the Authority will have outstanding Senior Bonds in the aggregate principal amount of $5,342,545,000 and outstanding Subordinate Bonds in the aggregate principal amount of $3,696,755,000. See "OUTSTANDING AUTHORITY OBLIGATIONS," "OTHER AUTHORITY OBLIGATIONS" and "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE."

The Authority has used proceeds of its Senior Bonds and Subordinate Bonds, as well as accumulated Bridge Toll Revenues, to fund a number of significant regional transportation and transit projects and programs, including the seismic retrofit of each of the Bridges in the Bridge System. While some bridge rehabilitation programs are ongoing, the projects approved under RM1 (as defined herein) and the Seismic Retrofit Program (as defined below under "THE BRIDGE SYSTEM—General") are complete and the projects approved under RM2 (as defined herein) are nearing completion. The Authority continues to fund costs of operations and maintenance for the Bridge System and to administer the electronic toll collection system for the Bay Area. The Authority also has responsibility to fund budgeted Bridge rehabilitation and undertake Bridge construction and improvement projects as needed. See "CAPITAL PROJECTS AND FUNDING."

THE BRIDGE SYSTEM

General

The Bridge System consists of the seven bridges described below. The Golden Gate Bridge, which connects San Francisco with Marin County, is not part of the Bridge System, although the Authority does provide electronic toll collection services for the Golden Gate Bridge. The seven bridges of the Bridge System interconnect various communities within the Bay Area and were used for approximately 119.8 million paid vehicle crossings in FYE 2020. A map of the Bridge System appears in the prefatory pages of this Official Statement. For selected demographic statistics for the Bay Area, see Table 13 on page 153 of the MTC 2020 CAFR.

California laws enacted starting in 1989 have required the seismic retrofit of each Bridge within the Bridge System (the "Seismic Retrofit Program"). As a result, all seven Bridges have been designed and have been retrofitted, at a minimum, to avoid a collapse if the ground motions used to design the projects were to occur at the respective sites. The Seismic Retrofit Program has been implemented using funding from Bridge Toll Revenues, proceeds of Bonds of the Authority, and State and federal funding. The Authority and Caltrans have completed all projects in the Seismic Retrofit Program. See "CAPITAL PROJECTS AND FUNDING—Seismic Retrofit Program" in this Appendix A.

The seismic retrofit projects for each of the Bridges were carried out consistent with the design basis and seismic strategy described in the following table. It is possible, however, that the design strategies employed will not perform to expectations. See "RISK FACTORS – Risk of Earthquake" in the forepart of this Official Statement.

TABLE 3
TOLL BRIDGE SEISMIC RETROFIT PROJECTS
BRIDGE DESIGN BASIS AND SEISMIC STRATEGY

Bridge	Opening Year	Design Basis, Seismic Strategy
Antioch	1978	"No Collapse" Strategy Avoid catastrophic failure
Benicia-Martinez	1962 – West Span	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly
	2007 – East Span	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly
Carquinez	1958 – East Span	"No Collapse" Strategy Avoid catastrophic failure
	2003 – West Span	Intermediate Strategy Moderate to major damage expected
Dumbarton	1982	Intermediate Strategy Moderate to major damage expected
Richmond-San Rafael	1956	"No Collapse" Strategy Avoid catastrophic failure
San Francisco-Oakland Bay Bridge	1936 – Western Spans	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly
	2013 – Eastern Spans	Lifeline Structure Minor to moderate damage expected, reopen to traffic quickly
San Mateo-Hayward	1967	Intermediate Strategy Moderate to major damage expected

Source: Caltrans.

The Bridges

San Francisco-Oakland Bay Bridge. The San Francisco-Oakland Bay Bridge opened to traffic in 1936 and connects San Francisco with Oakland and neighboring cities and suburban areas. The San Francisco-Oakland Bay Bridge provides the most direct connection between downtown San Francisco and the main transcontinental highways in the Bay Area.

The San Francisco-Oakland Bay Bridge has an overall length of approximately 8.5 miles consisting of two major bridge structures and a connecting tunnel on Yerba Buena Island, which is located at the midpoint of the bridge. The west span of the San Francisco-Oakland Bay Bridge is a double deck structure that consists of two suspension bridges with a common central anchorage and a concrete and steel truss approach spans at the San Francisco end; the length of the west span is 10,300 feet. Each deck has five traffic lanes with westbound traffic on the upper deck and eastbound traffic on the lower deck. Elevated approaches to the bridge carry through-traffic to and from Highway 101 south of San Francisco without use of local San Francisco streets.

Following the 1989 Loma Prieta earthquake that caused a section of the east span of the San Francisco-Oakland Bay Bridge to collapse, it was determined that a seismic retrofit of the west span and approach and the construction of a new east span of the bridge were necessary, and these projects were carried out as part of the Seismic Retrofit Program. The seismic retrofit of the west span was completed in 2004, and a seismic retrofit of the west approach to the bridge was completed in 2009. An approximately 520 foot long viaduct section east of the tunnel on Yerba Buena Island that connects the west span to the east span has been rebuilt.

The new east span, opened in September 2013, is 2.2 miles long and consists of side-by-side decks that transition off Yerba Buena Island, a self-anchored suspension ("SAS") bridge span, a skyway and an approach/touchdown in Oakland. The SAS bridge span is the world's longest single tower self-anchored suspension structure, at approximately 2,051 feet long and approximately 525 feet high, matching the tower heights on the west span, with 8-foot diameter foundation piles that are 300 feet deep, three times deeper than the old east span piles. The side-by-side bridge decks each have five lanes plus shoulders. The eastbound deck also carries a 15.5 foot-wide bicycle and pedestrian path. At the eastern terminus, approaches connect through-traffic with Highways 80, 580 and 880. All portions of the old eastern span to be dismantled were removed in September 2018. Existing piers E2 and E19-E22 of the old eastern span were left in place for use as part of a public access facility. See "CAPITAL PROJECTS AND FUNDING—Seismic Retrofit Program" in this Appendix A.

Recent Federal code changes with respect to vehicle weight limits allowed on bridges (the "Federal Load Requirements") require states to rate or re-rate the load capacity of bridges in the National Bridge Inventory, including the Bridges. To meet the Federal Load Requirements and heavier vehicle inventories, the load rating analyses may result in a requirement to strengthen the Bridges. Preliminary load rating analyses on the west spans of the San Francisco-Oakland Bay Bridge indicate that some strengthening of structural elements will be required, including replacement of some rivets and other similar work. This strengthening work is anticipated to be completed in calendar year 2021 and will be funded as part of the Bridge System rehabilitation improvement projects.

Carquinez Bridge. The Carquinez Bridge consists of two parallel spans that cross the Carquinez Strait between the Cities of Vallejo and Crockett and carry Highway 80, linking the Bay Area and Napa and Solano Counties. The spans are 28 miles northeast of San Francisco and 65 miles southwest of Sacramento. The east span is the older of the two bridges and opened in 1958. The east span is a steel through-truss superstructure 3,350 feet long with cantilever spans and carries four lanes of northbound Interstate 80 traffic. A seismic retrofit of the east span was completed in 2002. The west span is a suspension bridge with concrete towers and steel orthotropic box girder decks that opened to traffic in 2003 and carries four lanes of southbound traffic with shoulders and a bicycle and pedestrian path.

Benicia-Martinez Bridge. The Benicia-Martinez Bridge consists of two parallel spans that cross the Carquinez Strait approximately six miles east of the Carquinez Bridge and carry Highway 680. The bridge provides a direct connection from the north bay and Sacramento regions to central and eastern Contra Costa and Alameda and Santa Clara Counties. The bridge corridor is a major interstate route and links Highways 80, 680 and 780. The west span, opened to traffic in 1962, is a 6,215 foot-long, steel deck-truss, with seven 528-foot spans. The west span was originally designed to carry four lanes of traffic (two in each direction) and was subsequently expanded to carry six lanes (three in each direction) in the early 1990s. A seismic retrofit of the west span, consisting of the installation of isolation bearings and strengthening the superstructure and substructure, was completed in 2003. Following the opening of the new east span in 2007 carrying five lanes of northbound traffic, the west span was modified to carry four lanes of southbound traffic with shoulders and a bicycle and pedestrian path. The Bay Area's first open-road tolling was opened along with the new east span. See "—Bridge Toll Collection—*Toll Collection*" below. The east span is a segmentally-erected, cast-in-place reinforced lightweight concrete structure that is 8,790 feet long including approaches.

San Mateo-Hayward Bridge. The San Mateo-Hayward Bridge is approximately 17 miles south of the San Francisco-Oakland Bay Bridge, and carries Highway 92 across the San Francisco Bay, connecting Highway 101 and the City of San Mateo on the San Francisco peninsula to Highway 880 and the east shore of the San Francisco Bay in Alameda County, approximately five miles southwest of Hayward. The current bridge was built in 1967 and seismically retrofitted in 2000. The high-level section of the current structure consists of steel orthotropic box girders with a polyester concrete overlay. It is approximately two miles long and carries six lanes of traffic (three in each direction). The low-rise trestle section of the bridge was widened to carry six lanes of traffic with shoulders as well in 2003. Additional seismic retrofit work was conducted in October 2012 when the bridge was closed for the installation of a new seismic joint and the replacement of a 60 foot span of the bridge deck.

Richmond-San Rafael Bridge. The Richmond-San Rafael Bridge opened to traffic in 1956 and carries Highway 580 across the San Francisco Bay from a point about three miles west of the City of Richmond in Contra Costa County to the Marin County shore three miles southeast of the City of San Rafael. The Richmond-San Rafael Bridge is a double deck structure that is approximately 5.5 miles long and of cantilever-truss construction. Its major spans are 1,070 feet long. The bridge currently carries three lanes (during peak travel times) on the lower eastbound deck after conversion of the previously existing eastbound shoulder in 2018, and two lanes on the upper westbound deck, with a 10-foot-wide barrier separated pedestrian and bicycle pathway that was added from the previously existing shoulder. A seismic retrofit of the Richmond-San Rafael Bridge was completed in 2005.

In response to the new Federal Load Requirements, the Authority re-rated the load capacity of the Richmond-San Rafael Bridge. The preliminary load rating analyses on the Richmond-San Rafael Bridge indicated that some strengthening of structural elements will be required, including strengthening of some gusset plates and other similar work. This strengthening work is anticipated to be completed in calendar year 2021 and will be funded as part of the Bridge System rehabilitation improvement projects.

Dumbarton Bridge. The current Dumbarton Bridge opened in 1982. It carries Highway 84 across the San Francisco Bay and is situated approximately 10 miles south of the San Mateo-Hayward Bridge. The western end of the bridge is five miles northeast of the City of Palo Alto, and the eastern end is five miles west of the City of Newark, midway between the Cities of San Jose and Oakland. The Dumbarton Bridge is a six-lane structure that is 1.6 miles long with a bicycle and pedestrian path. The bridge connects Highway 101 and Palo Alto to Highway 880 in Alameda County. The approach spans are composed of pre-stressed lightweight concrete girders that support a lightweight concrete deck. The center spans are twin steel trapezoidal girders that also support a lightweight concrete deck. A seismic retrofit of the Dumbarton Bridge was completed in May 2013.

Antioch Bridge. Located 25 miles east of the Benicia-Martinez Bridge, the Antioch Bridge carries Highway 160 and is the only northerly highway connection across the San Joaquin River linking east Contra Costa County to the delta communities of Rio Vista and Lodi. In 1978, a 1.8 mile long high-level fixed-span structure replaced the original bridge constructed in 1926. The Antioch Bridge spans the 3,600-foot wide San Joaquin River and extends 4,000 feet onto Sherman Island in Sacramento County to the north and 1,000 feet into Contra Costa County to the south. Traffic lanes consist of two 12-foot wide lanes for motor vehicles and two shoulders open to pedestrians and bicyclists. A seismic retrofit of the Antioch Bridge was completed in April 2012.

Toll Setting Authority

California law provides the Authority with broad toll setting authority, and requires the Authority to increase the toll rates specified in its adopted toll schedule in order to meet its obligations and covenants under any toll bridge revenue bond resolution or indenture of the Authority for any outstanding toll bridge revenue bonds issued by the Authority and the requirements of bond-related interest rate swap, credit and liquidity agreements. California law further authorizes the Authority to increase the toll rates specified in its adopted toll schedule to provide funds for the planning, design, construction, operation, maintenance, repair, replacement, rehabilitation, and seismic retrofit of the Bridges. No legislation, consent or approval by any other entity is required for such toll rate increases, nor are they limited in amount or duration; however, the California Supreme Court is currently reviewing a set of cases in which plaintiffs have argued that the SB 595 Toll Increases and other fees charged for the entrance to or use of government property are taxes requiring either approval of two-thirds of all members of each House of the State Legislature or two-thirds voter approval unless the SB 595 Toll Increases or such other fees, as applicable, are shown to satisfy certain reasonable cost and allocation limitations. See "LITIGATION – Challenges to SB 595 and RM3" below and "RISK FACTORS – Voter Initiatives" in the forepart of this Official Statement. The Authority is required to hold certain public hearings or meetings, and to provide at least 30 days' notice to the State Legislature, before increasing tolls.

As further described herein, the Authority reviews from time to time the need for increases in toll rates for projects that improve the functioning or use of one or more of the Bridges. In addition, the State has in the past, and may in the future, enact additional legislation authorizing toll increases to fund certain projects, including projects that enhance safety, mobility, access or other related benefits in the Bridge System corridor, subject to any conditions the State may choose to specify in such legislation, including voter approval of such increases and expenditures. See "CAPITAL PROJECTS AND FUNDING" and "LITIGATION – Challenges to SB 595 and RM3."

Bridge Toll Collection

Toll Collection. Tolls on each of the Bridges are collected from vehicles crossing in one direction only. The Authority is responsible for processing all toll revenue collections. Prior to the COVID-19 pandemic, the Authority operated both ETC lanes and cash toll collection lanes on each Bridge. Tolls are collected electronically through the FasTrak system (which is an ETC system operated by the Authority). Cash toll payments were manually collected on each Bridge at toll booths staffed by employees of Caltrans. As a result of the COVID-19 pandemic, beginning on March 21, 2020, the State and Caltrans suspended cash toll collections on all of the Bridges, and starting in April 2020, the Authority began collecting all tolls from vehicles crossing the Bridges either electronically through the FasTrak system or by invoicing the registered owner of the vehicle. While cash toll operations were suspended, the Authority billed non-

FasTrak users directly, by mailing photo-captured license plate information and bills to the registered owner's address on file with the DMV in accordance with State law.

As of January 1, 2021, manual toll collection operations on the Bridges were permanently ended, and, as of January 1, 2021, the Authority began collecting all tolls from vehicles crossing the Bridges electronically either through its FasTrak system, through a License Plate Account (which links a photo-captured license plate to a credit card whenever the vehicle crosses a Bridge) or by invoicing the registered owner of the vehicle (which is accomplished by automated, high-speed cameras capturing images of a vehicle's license plates which images are then processed by the FasTrak Regional Customer Service Center, which then mails an invoice each month to the address at which the vehicle is registered with the DMV). The Authority expects to complete the full implementation of its all-electronic tolling system on all of the Bridges in early 2021.

Toll Violators. Toll violators are drivers that intentionally or inadvertently avoid the payment of tolls. The subsequent recovery of payment from a toll violator is reported by the Authority as Revenue. See "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE—Historical Revenue and Debt Service Coverage."

Prior to the implementation of all-electronic tolling on the Bridges, when a vehicle was identified as having crossed a bridge without paying the toll, a violation notice was sent to the vehicle's registered owner within 21 days of the toll violation at the address on file with the DMV, pursuant to State law. The first notice requested payment for the toll amount and a $25 penalty. However, the first penalty assessment could be waived at the discretion of the Authority if the vehicle's registered owner opened a prepaid FasTrak account. If the toll and penalty were not paid in response to the first notice, a second notice was sent for the toll amount plus a $70 penalty ($25 penalty plus $45 late penalty). Failure to respond to the second notice resulted in additional fees and one or more of the following actions: withholding of the vehicle's registration by the DMV, withholding of tax refunds by the Franchise Tax Board, or referral of the amount due to a collections agency.

With the implementation of all-electronic tolling in January 2021, customers who do not have a FasTrak or a License Plate Account are invoiced monthly by the Authority for the tolls incurred for using the Bridges. Customers who do not use the online one-time payment option, are required to return their invoice with payment within 30 days. Customers who neglect to return payment within 30 days will receive a "Notice of Toll Evasion" with a $25 penalty for each toll crossing. Customers who do not return their invoice with payment after 60 days will receive a "Second Notice of Delinquent Toll Evasion" with a violation penalty of $70 per crossing. Customers who do not return payment after the second notice may have a hold put on their vehicle registration by the DMV and/or have the amount owed referred to a collection agency.

As a result of the COVID-19 pandemic, the Authority temporarily suspended the imposition of penalties against toll violators between March 2020 and December 2020. As of January 1, 2021, the Authority reinstated full violation penalty assessments for unpaid tolls. See "COVID-19 PANDEMIC" above.

The FasTrak System. For FYE 2020, 79.0% of total toll-paying traffic consisted of FasTrak customers, compared to 72.0% in FYE 2019. The remainder of the toll-paying traffic in FYE 2020 consisted of cash toll collections, which were suspended in March 2020 as a result of the COVID-19 pandemic and were permanently ended on January 1, 2021. The growth in ETC processing has improved traffic flow on the Bridges but has also been associated with increased processing costs and toll violations. See "—Motor Vehicle Traffic" below.

FasTrak toll devices are read by an overhead antenna in the toll plaza so that customers are able to electronically pay their toll. A driver can obtain a toll device and deposit value into the associated account at a participating retailer, online or by mail, fax, phone or in-person. Toll accounts can be established for individuals and for businesses. Following implementation of ISO 18000-63 ("6C") ETC protocol in 2019 on all toll roads throughout the State, the Authority began phasing out existing toll devices and distributing 6C protocol tags.

When a vehicle enters any toll lane, the entry light curtain and loops detect the vehicle and a camera takes two images of the front license plate. Then, the overhead antenna reads a tag mounted in the vehicle. As a vehicle exits the lane the exit light curtain and loops detect the vehicle and a camera takes two images of the rear license plate with the vehicle axles electronically classified by the in-ground treadle system. All of the toll system information is sent to a lane specific computer where a transaction is created, the vehicle's license plate characters are processed, and the customer's ETC account is charged the proper amount. If a vehicle does not have a toll tag, the system identifies the vehicle as a violator. Later, the system sweeps its records to identify any existing customer account associated with the license plate number; if there is an associated account, the account is simply debited the proper toll amount.

FasTrak Regional Customer Service Center. The Authority contracts with Conduent Inc. ("Conduent"), previously known as Xerox State and Local Solutions, Inc. ("Xerox") for the management and operation of the FasTrak Regional Customer Service Center ("CSC"). Operations of the CSC are subject to the terms of a contract that expires on March 28, 2022. Funding for CSC operations is included in the Authority's annual operating budget. The Authority's CSC operations expenses for FYE 2020 were approximately $27.15 million.

CSC operations also support use of FasTrak on tolled facilities operated by other agencies, such as the Golden Gate Bridge and high occupancy toll lanes in the Bay Area. The Authority receives reimbursement for related costs from such other agencies. These reimbursement revenues are not revenues of the Authority pledged for the repayment of its Secured Obligations and amounted to approximately $8.6 million in FYE 2020.

Open Road Tolling. In December 2018, the Authority adopted a plan to convert then-existing manual toll operations to all electronic tolling through open road tolling ("ORT"), which involves the construction of new overhead gantries and the demolition of toll canopies along with the installation of a new tolling system. The capital cost of implementing the new ORT system is currently estimated to be approximately $77 million, and the Authority expects to pay the costs from rehabilitation capital funds. However, due to the COVID-19 pandemic, the Authority has temporarily delayed the implementation of converting to an ORT system. The Authority currently expects conversion to an ORT system to begin in late 2023, with the Antioch Bridge being the first Bridge to be converted. The conversion of the other Bridges to an ORT system is expected to continue through 2026. After implementing ORT on all of the Bridges, there may be a second phase of work to demolish unused toll operations buildings and toll canopies, and repurpose roadway pavement no longer in use.

Bridge Toll Rates

For purposes of the Authority's Senior Indenture and Subordinate Indenture, all tolls charged on the Bridge System are treated as a single revenue source for accounting and administrative purposes. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" in the forepart of this Official Statement and "—Toll Setting Authority" above.

Historic Toll Rates. In 1988, Bay Area voters approved a ballot measure called Regional Measure 1 ("RM1") establishing a uniform toll rate of $1.00 on all Bridges for toll-paying, two-axle vehicles and higher tolls for all other toll-paying vehicles and authorizing certain Bridge improvements and transit funding. In 2004, Bay Area voters approved a ballot measure called Regional Measure 2 ("RM2") that authorized a toll increase of $1.00 for all toll-paying vehicles to fund specified projects and transit expansions.

In 1998, a $1.00 seismic surcharge was imposed by California law on toll-paying vehicles to fund part of the cost of the Seismic Retrofit Program for the Bridge System. The Act was subsequently amended to authorize the Authority to assume responsibility for administering Bridge tolls and seismic funding as well as to increase the amount of the seismic surcharge, and an additional $1.00 per toll-paying vehicle increase took effect on January 1, 2007.

In January 2010, the Authority approved a general $1.00 toll increase on all of the Bridges, effective for two-axle vehicles on July 1, 2010 and effective for multi-axle vehicles (which represent about 3% of total traffic) in stages, on July 1, 2011 and July 1, 2012. The increased tolls for multi-axle vehicles are based on a toll of $5.00 times the number of axles. Approximately half of the multi-axle increase took effect on July 1, 2011, and the rest of the increase took effect on July 1, 2012.

As of July 1, 2010, the Authority began collecting tolls on the Bridges from high-occupancy vehicles (car pool vehicles and motorcycles) and inherently-low-emission vehicles (such as electric and hybrid cars), which had previously been granted toll-free passage on the Bridges during peak hours. Under the current toll schedule, high occupancy vehicles and inherently-low-emission vehicles pay a reduced-rate toll of $3.00 on all Bridges during peak hours, which are from 5 a.m. to 10 a.m. and from 3 p.m. to 7 p.m. weekdays on all Bridges. High-occupancy vehicles and inherently-low-emission vehicles pay the two-axle vehicle rate outside of peak hours. Commuter buses and vanpool vehicles are permitted to cross the Bridges toll-free at all hours. Toll-free traffic in FYE 2020, was approximately 4.4 million vehicles, representing approximately 3.6% of total traffic. See "—Motor Vehicle Traffic – Table 5 Total Toll-Paying Motor Vehicle Traffic" below.

Current Toll Rates. The following table sets forth the Authority's current toll schedule which became effective as of January 1, 2019. See "COVID-19 PANDEMIC – Effects on Bridge System Traffic and Bridge Toll Revenues," "BAY AREA TOLL AUTHORITY – Toll Bridge Revenue Bond Program – *Bridge Toll Revenues*" and "LITIGATION – Challenges to SB 595 and RM3" herein.

TABLE 4
BRIDGE SYSTEM TOTAL TOLL RATES[(1)(2)]
(EFFECTIVE DATES)

Number of Axles Per Vehicle	January 1, 2019 through December 31, 2021	January 1, 2022 through December 31, 2024	Effective January 1, 2025
2 axles[(3)]	$ 6.00	$ 7.00	$ 8.00
3 axles	16.00	17.00	18.00
4 axles	21.00	22.00	23.00
5 axles	26.00	27.00	28.00
6 axles	31.00	32.00	33.00
7 axles or more	36.00	37.00	38.00

(1) Tolls as established under BATA Resolution No. 128, Attachment A – Authority Toll Schedule for Toll Bridges (Effective January 1, 2019). Includes SB 595 Toll Increases, which pursuant to Resolution No. 129, are deposited by the Authority into the SB 595 Escrow Account and held until the Challenges to SB 595 and RM3 reach a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by the Authority. See "BAY AREA TOLL AUTHORITY – Toll Bridge Revenue Bond Program - *Bridge Toll Revenues*" and "LITIGATION – Challenges to SB 595 and RM3" herein.

(2) During peak hours on all Bridges, a reduced-rate toll of $3.00 will be collected on high-occupancy and inherently-low-emission two-axle vehicles.

(3) On the San Francisco-Oakland Bay Bridge, a weekday toll of $7.00 will be collected on all two-axle vehicles during peak hours (5 a.m. to 10 a.m. and from 3 p.m. to 7 p.m.), a weekday toll of $5.00 will be collected on all two-axle vehicles during non-peak hours, and a weekend toll of $6.00 will be collected on all two-axle vehicles. Effective January 1, 2022, a weekday toll of $8.00 will be collected on all two-axle vehicles during peak hours, a weekday toll of $6.00 will be collected on all two-axle vehicles during non-peak hours, and a weekend toll of $7.00 will be collected on all two-axle vehicles. Effective January 1, 2025, a weekday toll of $9.00 will be collected on all two-axle vehicles during peak hours, a weekday toll of $7.00 will be collected on all two-axle vehicles during non-peak hours, and a weekend toll of $8.00 will be collected on all two-axle vehicles. As required under SB 595, a discount on the portion of the SB 595 Toll Increase will be available for two-axle vehicles crossing more than one bridge on the same calendar day during peak hours. The Authority does not expect such discount to have a material effect on Bridge Toll Revenues. On April 23, 2020, due to the reduction in congestion as a result of the COVID-19 pandemic, the Authority temporary suspended congestion pricing for the use of the San Francisco-Oakland Bay Bridge and tolls for all two-axle vehicles using the San Francisco-Oakland Bay Bridge are $6.00 all day. As of the date of this Official Statement, congestion pricing remains suspended. See "COVID-19 PANDEMIC – Effects on Bridge System Traffic and Bridge Toll Revenues" above.

Source: The Authority.

The projections in this Appendix A, including those shown in Table 17 herein, exclude any Bridge Toll Revenues resulting from the SB 595 Toll Increases. See "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE – Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage – Table 17 Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage" and "LITIGATION – Challenges to SB 595 and RM3."

Motor Vehicle Traffic

The following table sets forth total toll-paying motor vehicle traffic for FYE 2011 through 2020. As shown below, total toll-paying traffic for FYE 2020 was approximately 119.8 million vehicles, which represents a decrease of approximately 13.4% as compared to FYE 2019. See "COVID-19 PANDEMIC – Effects on Bridge System Traffic and Bridge Toll Revenues" above for a discussion of the effects the COVID-19 pandemic has had, and continues to have, on toll-paying motor vehicle traffic.

TABLE 5
TOTAL TOLL-PAYING MOTOR VEHICLE TRAFFIC[(1)]
(number of vehicles in thousands)

FYE	San Francisco-Oakland Bay Bridge	Carquinez Bridge	Benicia-Martinez Bridge	San Mateo Hayward Bridge	Richmond-San Rafael Bridge	Dumbarton Bridge	Antioch Bridge	Total[(2)]	Percent Change
2011[(3)]	43,282	19,593	17,987	15,209	11,987	9,634	2,118	119,810	6.9[(3)]
2012	43,382	19,613	17,908	16,016	12,320	9,777	2,124	121,140	1.1
2013	43,872	19,685	18,101	16,426	12,558	10,010	2,078	122,730	1.3
2014	44,037	19,856	18,791	17,434	13,309	10,712	2,142	126,281	2.9
2015	45,535	20,529	19,586	17,902	13,914	11,379	2,289	131,134	3.8
2016	46,038	21,241	20,637	19,079	14,267	11,648	2,346	135,256	3.1
2017	45,979	21,516	21,043	19,404	14,450	11,767	2,655	136,814	1.2
2018	46,042	21,997	21,156	19,701	14,600	11,868	2,938	138,302	1.1
2019[(4)]	45,761	22,023	21,192	19,732	14,454	12,004	3,118	138,284	0.0
2020[(4)]	40,114	19,429	18,336	16,531	12,657	9,874	2,841	119,782	(13.4)

(1) Traffic figures exclude toll violators. See "THE BRIDGE SYSTEM ─ Bridge Toll Collection ─ *Toll Violators*" above.
(2) Totals may not add due to rounding.
(3) The addition of toll-paying high-occupancy vehicles and inherently-low-emission vehicles accounts for most of the increase in toll-paying traffic on six of the Bridges in FYE 2011.
(4) See "COVID-19 PANDEMIC – Bridge Traffic" above for a discussion and comparative tables showing total vehicle traffic on the Bridges.
Source: The Authority.

Bridge System Operations and Maintenance

The Authority is responsible for paying all of the costs of operating and maintaining the Bridge System. As described below under "CAPITAL PROJECTS AND FUNDING – Seismic Retrofit Program," the Authority has closed all construction contracts related to the seismic retrofit of the San Francisco-Oakland Bay Bridge, and the Authority expects the full inclusion of operating maintenance expenses associated with the San Francisco-Oakland Bay Bridge to occur during FYE 2021.

The Authority is required by the Senior Indenture and the Subordinate Indenture to maintain Bridge System tolls at rates sufficient to pay such costs. Under current law, the payment of such costs (other than certain Caltrans expenses) is subordinate to the payment of the Authority's Bonds and other Secured Obligations, unless those costs are otherwise provided for by statute.

The Authority's operations and maintenance expenses include both payments to Caltrans and direct Authority expenses. Caltrans is responsible for maintaining the Bridge System in good repair and condition. The Authority's payments to Caltrans are made pursuant to State law and a Cooperative Agreement between the Authority and Caltrans, which may be amended from time to time, that addresses budget matters and allocates responsibilities for the operation and maintenance of the Bridge System between the Authority and Caltrans.

The Authority is responsible for all toll collection, including in-lane toll equipment, electronic toll collection administration, banking, finance and audits. The Authority's costs of operating and maintaining the Bridge System for FYE 2016 through 2020 are set out on the following table.

TABLE 6
HISTORICAL OPERATING EXPENSES
($ in millions)

FYE	Authority Operating Expenses	Caltrans Operating Expenses	TJPA Expenses[(2)]	Total[(3)(4)]
2016[(1)]	$48.9	$26.4	$3.8	$79.1
2017[(1)]	52.2	25.0	4.7	81.9
2018[(1)]	61.8	25.5	4.8	92.1
2019	67.3	26.6	5.0	98.9
2020	67.8	26.6	5.2	99.6

(1) The information presented for FYE 2016 through FYE 2018 differs from the audited financial statements due to the reclassification of certain expenses from maintenance and operating expenses to capital expenses.
(2) As required by Section 30914(b) of the Act, MTC allocates toll bridge revenues, which are payable from funds transferred by the Authority, in an amount not to exceed $3 million, plus a 3.5% annual increase for operation and maintenance expenditures related to the Transbay Joint Powers Authority ("TJPA") and the Transbay Terminal Building. The transfer of funds is subordinate to any obligations of the Authority, such as the Authority's Bonds and other Secured Obligations, having a statutory or first priority lien against the toll bridge revenues. The transfer is further subject to annual certification by TJPA that the total Transbay Terminal Building operating revenue is insufficient to pay the cost of operation and maintenance without the requested funding.
(3) The historical operating expenses reflect gross operating and maintenance expenses without factoring in reimbursements received from Caltrans and other operating agencies. In FYE 2016, FYE 2017, FYE 2018, FYE 2019 and FYE 2020, the Authority received approximately $8.9 million, $9.5 million, $9.7 million, $9.3 million and $8.6 million, respectively, in reimbursements from other operating agencies, resulting in net operating and maintenance expenses of approximately $70.2 million, $72.4 million, $82.4 million, $89.6 million and $91.0 million, respectively. See "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE – Historical Revenue and Debt Service Coverage – Table 16 Bridge System Historical Revenue and Debt Service Coverage."
(4) Totals may not add due to rounding.
Source: The Authority; Schedule 10 on page 128 of the MTC 2020 CAFR.

Payments to MTC

The Act provides for payments by the Authority to MTC for specified transportation projects and programs. The payments are subordinate to the payment of the Authority's Bonds and other Secured Obligations.

In 2010, MTC determined that certain of the payments, totaling approximately $22 million in FYE 2010 (collectively, the "Fund Transfers"), were essential to the regional transportation system but that the statutory schedule for Fund Transfers would be inadequate to timely fund some of the projects planned by MTC. To address this timing issue, the Authority and MTC entered into a Funding Agreement (the "Funding Agreement"), under which the Authority paid to MTC in September 2010 an amount of $507 million, equal to the then present value of the bridge toll revenues that the Authority projected would be used for Fund Transfers for 50 years from July 1, 2010, in exchange for being relieved of responsibility for making Fund Transfers for that 50-year period.

The Authority's obligation to pay RM2 Operating Transfers ("RM2 Operating Transfers," as further described herein) and Authority Administrative Costs, described below, to MTC is not affected by the Funding Agreement. The following table sets forth the RM2 Operating Transfers and the Authority Administrative Costs for the past five Fiscal Years.

TABLE 7
TRANSFERS TO MTC
($ in millions)

FYE	RM2 Operating Transfers(1)	Authority Administrative Costs(2)	Total
2016	$36.52	$10.79	$47.31
2017	42.68	10.64	53.32
2018	45.00	13.72	58.72
2019	46.45	14.33	60.78
2020	43.88	19.86	63.74

(1) RM2 Operating Transfers are subject to a statutory cap of 38% of RM2 revenue. Total RM2 revenue equaled approximately $112.2 million in FYE 2020.
(2) Authority Administrative Costs are transferred by the Authority to MTC. This amount does not include Authority maintenance and operating expenses, which are shown on Table 6 Historical Operating Expenses.
Source: The Authority; Schedule 10 on page 128 of the MTC 2020 CAFR.

"RM2 Operating Transfers" are transfers by the Authority to MTC to provide operating assistance for transit purposes pursuant to RM2 and Section 30914(d) of the Act. The measure provides that not more than 38% of annual bridge toll revenues derived from the RM2 toll increase imposed in conjunction with RM2 ($1.00 in the case of all vehicles regardless of the number of axles) may be transferred to MTC as RM2 Operating Transfers, and that all such transfers must first be authorized by MTC. Under Section 129(a)(3) of Title 23 of the United States Code, federal participation is limited on facilities that expend toll revenues for certain types of projects, including transit operations. MTC has received an opinion from the Federal Highway Administration that transit planning is an eligible expense and, as such, the Authority has made transfers to MTC for such purpose. MTC also has received an opinion from the Federal Highway Administration that it may expend toll funds on transit operations, if such funds are collected on bridge facilities that have not received federal assistance. There are four Bridges (Dumbarton, San Mateo-Hayward, Carquinez and Antioch) that have not received federal assistance. The Authority limits RM2 Operating Transfers to revenue derived from the RM2 toll revenue from these four Bridges and expects that tolls from such four Bridges will be sufficient to make RM2 Operating Transfers.

"Authority Administrative Costs" means the amount which the Authority may retain on an annual basis for its cost of administration pursuant to Section 30958 of the Act, which amount may not exceed 1% of the gross annual Bridge System revenues.

A separate provision of State law amended effective January 1, 2014 permits the Authority to make direct contributions to MTC in an amount up to 1% of the gross annual Bridge System revenues with any amounts exceeding 1% required to be in the form of interest-bearing loans to MTC. No such loans are outstanding at this time. Beginning in FYE 2020, the Authority first utilized this ability to make direct contributions to MTC under this statutory authority in order to reduce MTC's pension liability under CalPERS (as defined herein). See "OTHER AUTHORITY OBLIGATIONS – CalPERS and MTC Retirement Plan."

RELATED ENTITIES

The Authority has interactions with a number of related entities the obligations of which are not obligations of the Authority nor are the obligations of such entities payable from Bridge Toll Revenues. One of these agencies, MTC, and certain of its activities are described below.

Metropolitan Transportation Commission

MTC is a public agency created in 1970 by California law for the purpose of providing regional transportation planning and organization for the nine San Francisco Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma, sometimes collectively referred to herein as the "Bay Area." As such, it is responsible for regularly updating the regional transportation plan, a comprehensive blueprint for the development of mass transit, highway, airport, seaport, ferry, railroad, and bicycle and pedestrian facilities. MTC administers state and federal grants for transportation projects and screens requests from local agencies for such grant funding to determine their compatibility with the regional transportation plan. The regional transportation plan is published within the sustainable communities strategy that is jointly developed for the Bay Area by MTC and the Association of Bay Area Governments ("ABAG"). In July 2017, the staffs of MTC and ABAG consolidated. With approximately 310 staff, this combined work force is supporting the governing boards of both agencies and addressing challenges like housing affordability, access to jobs and congestion across the Bay Area's highways.

AUTHORITY FINANCIAL AND OPERATING INFORMATION

Financial Statements

Audited financial information relating to the Authority is included in MTC's financial statements. MTC does not prepare separate financial statements for the Authority. MTC's Comprehensive Annual Financial Report for FYE 2020, including MTC's Financial Statements For FYE 2020 (the "MTC 2020 CAFR"), has been posted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website at https://emma.msrb.org/P21420053-P11122490-P21512821.pdf and is incorporated herein by such reference as if fully included herein.

The financial statements as of June 30, 2020, incorporated by reference in this Official Statement, have been audited by Crowe LLP, independent accountants, as stated in their report appearing therein. Crowe LLP has not been engaged to perform and has not performed, since the date of its report incorporated by reference in this Official Statement, any procedures on the financial statements addressed in that report. Crowe LLP also has not performed any procedures relating to this Official Statement.

Cash Reserves

The Authority's budget for FYE 2021, includes the continued maintenance of a $1 billion reserve designated to provide liquidity for debt service, variable costs associated with variable rate demand bonds, rehabilitation and operational improvements on the Bridges, and operating and other expenses to help the Authority maintain operations through various emergency scenarios. The reserve also was maintained at $1 billion during FYE 2020, however, see "COVID-19 PANDEMIC – COVID-19 Pandemic Response and Recovery Planning" with respect to the discussion about the expected need to draw approximately $50.8 million from the unrestricted reserves during FYE 2021 to pay for rehabilitation and operational improvement projects in FYE 2021.

Pursuant to the Authority's budget for FYE 2021, the reserve is designated as follows: $50 million in the Cooperative Agreement self-insurance emergency fund described below, $180 million in the Operations and Maintenance fund described below for two years of operation and maintenance of toll facilities, $210 million for two years of rehabilitation expenses on the Bridges, $280 million in project contingency and self-insurance reserves, and $280 million in variable interest rate risk reserves. The Authority is permitted to redesignate the latter three reserve categories from time to time as necessary or desirable, and regularly reviews its options for structuring the project contingency and self-insurance reserve.

For a discussion of the Authority's unrestricted and restricted cash, cash equivalents and investments as of June 30, 2020, see Note 3 on pages 71-76 of the MTC 2020 CAFR. See also "– Investment Portfolio" below.

Operations and Maintenance Fund

The Senior Indenture provides that at the beginning of each Fiscal Year, the Authority shall deposit in its Operations and Maintenance Fund from Bridge Toll Revenues such amount as shall be necessary so that the amount on deposit in the Operations and Maintenance Fund equals two times the budgeted expenditures for the Fiscal Year for operation and maintenance of toll facilities on the Bridges, including, but not limited to, toll collection costs, including wages and salaries. The principal amount held in the Operations and Maintenance Fund is to be used and withdrawn by the Authority solely to pay such expenses and is not pledged to the payment of the Authority's Secured Obligations. Interest and other income from the investment of money in the Operations and Maintenance Fund is pledged to the payment of the Authority's Secured Obligations. The Authority, in its budget for FYE 2021, requires that the balance in the Operations and Maintenance Fund be maintained at $180 million. See "THE BRIDGE SYSTEM—Bridge System Operations and Maintenance."

The Senior Indenture also provides that in the event that Bridge Toll Revenues on deposit in the Bay Area Toll Account are not sufficient at the beginning of any Fiscal Year to enable the Authority to make the transfer described above at the beginning of such Fiscal Year, the Authority shall not be required to make such transfer for such Fiscal Year and failure of the Authority to make such transfer shall not constitute an event of default under the Senior Indenture for as long as the Authority shall punctually pay the principal of and interest on the Senior Bonds as they become due and observe and comply with the toll rate covenants in the Senior Indenture. The Subordinate Indenture does not require the Operations and Maintenance Fund to be funded. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – *Toll Rate Covenants*" in the forepart of this Official Statement and APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Covenants of the Authority."

Cooperative Agreement Self-Insurance Fund

Pursuant to its Cooperative Agreement with Caltrans, the Authority maintains a self-insurance fund. The Cooperative Agreement requires this fund to have a minimum balance of $50 million, which would be available for reconstruction, repair and operations in the event of damage due to a major emergency that results in closure to traffic of a Bridge estimated to extend more than 30 days and to exceed $10 million in cost. Pursuant to the Cooperative Agreement, replenishment of funds used for such repairs would be made by the Authority from bridge toll revenues. Upon agreement of Caltrans and the Authority, the minimum balance of the self-insurance fund may be reduced or eliminated in its entirety.

Neither the Authority nor Caltrans maintains business interruption insurance or any other commercially-available insurance with respect to damage to or loss of use of any of the Bridges.

Investment Policy

Funds of the Authority are invested with other funds of MTC and related entities pursuant to an investment policy adopted by MTC, which permits the Authority to invest in some (but not all) of the types of securities authorized by State law for the investment of funds of local agencies (California Government Code Section 53600 et seq.) The securities in which the Authority currently is authorized to invest include United States treasury notes, bonds and bills, bonds, notes, bills, warrants and obligations issued by agencies of the United States, bankers acceptances, corporate commercial paper of prime quality, negotiable certificates of deposit, medium term corporate notes, shares of beneficial interest in diversified management companies (mutual funds), the State's local agency investment fund, the Alameda County local agency investment fund, collateralized repurchase agreements, debt obligations of the State and local agencies in the State, and other securities authorized under State law as appropriate for public fund investments and not specifically prohibited by the investment policy. The investment policy (which is subject to change in the future) does not allow investment in reverse repurchase agreements, financial futures, option contracts, mortgage interest strips, inverse floaters or securities lending or any investment that fails to meet the credit or portfolio limits of the investment policy at the time of investment.

Funds held by a trustee under the Authority's toll bridge revenue bond indentures are to be invested by the trustee in specified types of investments in accordance with instructions from the Authority. The instructions from the Authority currently restrict those investments to investments permitted by the investment policy adopted by MTC described above (except that the trustee is permitted to invest a greater percentage of funds in mutual funds and in a single mutual fund than the investment policy would otherwise permit).

The Authority's primary investment strategy is to purchase investments with the intent to hold them to maturity. However, the Authority may sell an investment prior to maturity to avoid losses to the Authority resulting from further erosion of the market value of such investment or to meet operation or project liquidity needs.

As explained in the MTC 2020 CAFR at Note 1.W on page 69, and at Note 5 in the discussion of "Derivative Instruments" on page 84, the Authority's investment income for FYE 2020 was comprised of interest income from investments and changes in the fair market value of certain interest rate swaps that were hedges for variable rate demand bonds that were refunded and that no longer had an underlying bond to hedge. This resulted in a non-cash derivative investment loss of $201,597,075 in FYE 2020. The Authority's Senior Indenture and Subordinate Indenture do not require the Authority to take that non-cash charge into account in calculating Revenue or for purposes of the additional bonds tests and the rate covenants described under "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" in the forepart of this Official Statement.

For more information regarding the investment policy and portfolio of MTC and the Authority, including a discussion of certain deposit and investment risk factors, see Note 1.H and Note 3.C, starting at page 63 and page 75, respectively, of the MTC 2020 CAFR.

Investment Portfolio

As of December 31, 2020, the average maturity of the investment portfolio of MTC, which includes investments on behalf of the Authority, was 316 days, with an average yield to maturity of approximately 0.207%.

TABLE 8
INVESTMENT PORTFOLIO INFORMATION[1][2]
as of December 31, 2020 (Unaudited)

Investments	Percent of Portfolio	Par Value	Market Value
U.S. Treasury Securities	40.6%	$1,251,422,000	$1,251,249,215
Government Sponsored Enterprises[3]	22.3	687,711,000	687,517,791
Cash	13.3	408,782,900	408,782,900
Government Pools[4]	12.7	389,554,526	389,554,526
Mutual Funds	8.8	272,622,335	272,622,335
Municipal Bonds	0.8	25,100,000	25,100,000
Certificates of Deposit	1.5	44,800,000	44,801,397
TOTAL INVESTMENTS	100.0%	$3,079,992,761	$3,079,628,164

(1) Preliminary; subject to acceptance by the Authority's governing board, which is expected in March 2021.
(2) The investment portfolio includes funds of MTC and related entities and trustee held funds (including amounts on deposit in the Reserve Fund established pursuant to the Senior Indenture and amounts on deposit in the Reserve Fund established pursuant to the Subordinate Indenture), approximately $2 billion of which are funds of the Authority. Includes amounts on deposit in the SB 595 Escrow Account. See "LITIGATION – Challenges to SB 595 and RM3."
(3) Federal Home Loan Mortgage Corp., Federal Home Loan Banks and Federal National Mortgage Association.
(4) Local Agency Investment Fund maintained by the Treasurer of the State of California and California Asset Management Program.
Source: MTC Monthly Investment Report.

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OUTSTANDING AUTHORITY OBLIGATIONS

Outstanding Senior Bonds and Senior Obligations

As of March 17, 2021, the expected delivery date of the 2021 Series Bonds and the expected date of the refunding of the Refunded Bonds, the Authority will have outstanding Senior Bonds in the aggregate principal amount of $5,342,545,000 comprised of: (i) $2,629,505,000 of fixed rate bonds; (ii) $691,730,000 of variable rate demand bonds bearing interest at a Weekly Rate; (iii) $751,850,000 of bonds bearing interest at Index Rates tied to the SIFMA Swap Index; and (iv) $1,269,460,000 of bonds bearing interest at Term Rates, all as more specifically set forth herein.

Fixed Rate Bonds. Table 9 below identifies the outstanding Senior Bonds that bear interest at a Fixed Rate, as of March 17, 2021, the expected date of delivery of the 2021 Series F-1 Bonds and the expected date of the refunding of a portion of the 2012 Series F-1 Bonds and a portion of the 2017 Series F-1 Bonds, as described in more detail in the forepart of this Official Statement under the heading "SUMMARY OF FINANCING PLAN."

TABLE 9
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR FIXED RATE BONDS

Series	Outstanding Principal Amount	Interest Rate	Final Maturity Date (April 1)
2012 Series F-1	$ 36,105,000	Fixed	2022
2021 Series F-1	349,205,000	Fixed (Taxable)	2040
2009 Series F-2	1,300,000,000	Fixed (Taxable)	2049
2019 Series F-1	869,195,000	Fixed (Taxable)	2054
2017 Series F-1	75,000,000	Fixed	2056
TOTAL	$2,629,505,000		

[Remainder of page intentionally left blank]

Weekly Rate Bonds. Table 10 below identifies the outstanding Senior Bonds that bear interest at a Weekly Rate, together with the letter of credit provider and expiration date of the letter of credit for each Series of such Senior Bonds, as of March 17, 2021, the expected date of delivery of the 2021 Series Bonds.

TABLE 10
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR WEEKLY RATE BONDS

Series	Outstanding Principal Amount	Letter of Credit Provider	Letter of Credit Expiration Date
2007 Series G-1	$ 50,000,000	Bank of America, N.A.	June 15, 2022
2007 Series A-2	75,000,000	MUFG Bank, Ltd., acting through its New York Branch	June 15, 2022
2007 Series B-2	75,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	June 15, 2022
2007 Series C-2	25,000,000	MUFG Bank, Ltd., acting through its New York Branch	June 15, 2022
2007 Series D-2	100,000,000	Bank of America, N.A.	June 15, 2022
2008 Series C-1	25,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	June 15, 2022
2008 Series E-1	50,000,000	MUFG Bank, Ltd., acting through its New York Branch	June 15, 2022
2019 Series A	100,000,000	Bank of America, N.A.	August 1, 2024
2019 Series B	57,160,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	August 1, 2024
2019 Series C	52,200,000	Bank of America, N.A.	August 1, 2024
2019 Series D	82,370,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	August 1, 2024
TOTAL	**$691,730,000**		

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Term Rate and Index Rate Bonds. Table 11 below identifies the outstanding Senior Bonds that bear interest at a Term Rate or Index Rate, and are not supported by a letter of credit or liquidity facility, as of March 17, 2021, the expected date of delivery of the 2021 Series A Bonds, the 2021 Series B Bonds and the 2021 Series C Bonds and the expected date of the refunding of all of the 2014 Series E Bonds, the 2014 Series H Bonds and the 2017 Series D Bonds, as described in more detail in the forepart of this Official Statement under the heading "SUMMARY OF FINANCING PLAN."

TABLE 11
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR TERM RATE AND INDEX RATE BONDS

Series	**Principal Amount**	**Interest Rate**	**Index Rate**	**Purchase Date Following End of Index Rate or Term Rate Period**(1)
2017 Series C	$ 151,715,000	2.100%		April 1, 2022
2018 Series B	125,000,000	2.250		April 1, 2022
2006 Series C-1	125,000,000		SIFMA Swap Index plus 0.90%	May 1, 2023
2007 Series C-1	50,000,000		SIFMA Swap Index plus 0.90%	May 1, 2023
2008 Series A-1	110,000,000		SIFMA Swap Index plus 0.90%	May 1, 2023
2008 Series B-1	110,000,000		SIFMA Swap Index plus 1.10%	April 1, 2024
2008 Series G-1	50,000,000		SIFMA Swap Index plus 1.10%	April 1, 2024
2017 Series G	153,975,000	2.000		April 1, 2024
2021 Series B	56,850,000		SIFMA Swap Index plus 0.28%	April 1, 2024
2017 Series B	125,225,000	2.850		April 1, 2025
2017 Series H	188,750,000	2.125		April 1, 2025
2017 Series A	125,225,000	2.950		April 1, 2026
2018 Series A	194,735,000	2.625		April 1, 2026
2021 Series C	100,000,000		SIFMA Swap Index plus 0.45%	April 1, 2026
2001 Series A (Francis F. Chin Issue)	150,000,000		SIFMA Swap Index plus 1.25%	April 1, 2027
2021 Series A	204,835,000	2.000		April 1, 2028
TOTAL	**$2,021,310,000**			

(1) The Authority expects funds from remarketing to be applied to pay the purchase price of such Bonds upon mandatory tender. The Authority is not obligated to provide any other funds for the purchase of such Bonds other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to pay such Bonds upon mandatory tender. If there are insufficient funds to purchase any Series of Bonds identified in the table above at the end of any Term Rate Period or Index Rate Period, the owners of such Bonds will retain such Bonds and such Bonds will bear interest at the Stepped Rate. See "RISK FACTORS – Remarketing Risk" in the forepart of this Official Statement.

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Outstanding Subordinate Bonds

Table 12 below identifies the outstanding Subordinate Bonds, which are secured by a pledge of Revenue that is subordinate to the pledge of Revenue securing the Senior Bonds, as of March 17, 2021, the expected date of delivery of the 2021 Series Bonds.

TABLE 12
SAN FRANCISCO BAY AREA SUBORDINATE TOLL BRIDGE REVENUE BONDS
OUTSTANDING SUBORDINATE BONDS

Series	Outstanding Principal Amount	Interest Rate	Final Maturity Date
2019 Series S-9	$ 61,035,000	Fixed (Taxable)	April 1, 2023
2017 Series S-7	1,368,275,000	Fixed	April 1, 2049
2019 Series S-H	126,240,000	Fixed	April 1, 2049
2010 Series S-1	1,462,935,000	Fixed (Taxable)	April 1, 2050
2010 Series S-3	475,000,000	Fixed (Taxable)	October 1, 2050
2019 Series S-8	203,270,000	Fixed	April 1, 2056
TOTAL	**$3,696,755,000**		

Qualified Swap Agreements

The Authority currently has outstanding thirteen Qualified Swap Agreements with seven counterparties that, as of June 30, 2020, had an aggregate notional amount of $1,440,000,000. Under all Qualified Swap Agreements, the Authority pays a fixed rate and receives a variable rate based on an index. Each Qualified Swap Agreement may terminate prior to its scheduled termination date and prior to the maturity of the Senior Bonds to which it relates. As of June 30, 2020 the aggregate fair market value of the Qualified Swap Agreements was approximately $644.7 million, payable by the Authority if all Qualified Swap Agreements were terminated on such date. For a discussion of the Authority's outstanding Qualified Swap Agreements as of June 30, 2020, see "Note 5 Long-Term Debt—Derivative Instruments" and "—Objective and Terms of Hedging Derivative Instruments" on pages 84-86 and Schedules 14 through 17 on pages 135-138, of the MTC 2020 CAFR.

The governing board of the Authority has authorized the amendment, restructuring, and termination of existing Qualified Swap Agreements and the governing board has authorized the Authority to enter into additional Qualified Swap Agreements.

There are no automatic termination events under any of the Authority's Qualified Swap Agreements, except in the case of bankruptcy under certain circumstances.

Each of the Authority's Qualified Swap Agreements may be terminated at the option of the Authority or its counterparty upon the occurrence of certain events. Such events include, among other events, the election of the Authority to terminate (in its sole discretion) at any time and the election of the counterparty to terminate if the Authority's unenhanced Senior Bond credit rating is withdrawn, suspended or reduced below "BBB-" by S&P Global Ratings ("S&P") (or in certain cases below "BBB" or "BBB+") or is withdrawn, suspended or reduced below "Baa3" by Moody's Investors Service, Inc. ("Moody's") (or in certain cases below "Baa2" or "Baa1") and that withdrawal, suspension or reduction continues for five business days. In the event a Qualified Swap Agreement is so terminated, a termination payment will be payable by either the Authority or the counterparty, depending on market conditions and the specific provisions of the Qualified Swap Agreement. Any such termination payment payable by the Authority could be substantial. Termination payments payable pursuant to Qualified Swap Agreements are payable on parity with the Subordinate Bonds and constitute "Parity Obligations" under the Subordinate Indenture.

The Authority is not required to post collateral under its Qualified Swap Agreements. The counterparties are not required to post collateral unless they are rated below either "AA-" by S&P or "Aa3" by Moody's. Each swap counterparty is required to post collateral to the Authority to secure its exposure in excess of $10 million if the counterparty is rated between either "A+" and "A-" by S&P or "A1" and "A3" by Moody's. However, each counterparty must secure its entire exposure if it is rated below either "A-" by S&P or "A3" by Moody's. Additionally, each of the Qualified Swap Agreements provide the Authority with the right to terminate if the rating of the counterparty (or, if applicable, its credit support provider) to the agreement is withdrawn, suspended or reduced below specified levels by either S&P or Moody's.

LIBOR Litigation. The Authority has entered into interest rate swap contracts under which periodic payments to the Authority are calculated based on the London InterBank Offered Rate for the U.S. dollar ("LIBOR"). LIBOR is a benchmark rate calculated using an average of daily submissions by a panel of international banks regarding the rates at which they are prepared to lend unsecured funds to one another.

On March 31, 2014, the Authority initiated litigation in the United States District Court for the Northern District of California seeking recovery for damages allegedly suffered by the Authority under interest rate swap contracts with certain of the panel banks and other counterparties, resulting from the alleged manipulation of LIBOR between August 2007 and May 2010 (the "LIBOR Litigation"). The LIBOR Litigation is currently pending in the United States District Court for the Southern District of New York, where that case and cases initiated by numerous other plaintiffs were transferred and coordinated for pretrial proceedings along with related cases that were filed in that District. The Authority filed an amended complaint in October 2014. The complaint asserts claims under federal and state law against 25 defendants, consisting primarily of banks that were on the LIBOR panel during the relevant period. The Authority's claims arise from the banks' alleged suppression of LIBOR through making daily submissions that did not accurately reflect their expected borrowing rates. The Authority further alleges that the banks' suppression of LIBOR caused the Authority to receive lower payments than it was entitled to under its interest rate swap agreements.

As a result of opinions issued between 2015 and 2018 by the district court overseeing the LIBOR Litigation as well as the Second Circuit Court of Appeals, the Authority's claims against many of the defendants have been dismissed, for lack of personal jurisdiction and on other grounds. But certain of the Authority's claims against three of the panel banks—Bank of America, N.A., Citibank, N.A., and JPMorgan Chase Bank, N.A.—have been allowed to proceed, at least in part.

Additionally, most of the Authority's federal and state antitrust claims are currently included in consolidated appeals seeking to overturn the district court's December 2016 dismissal of those claims. Briefing in those appeals was completed in the spring of 2018, and oral argument was held on May 24, 2019.

TABLE 13
QUALIFIED SWAP AGREEMENTS
(as of June 30, 2020)

Counterparty	Notional Amount	Rate Paid by Authority	Rate Received by Authority
Bank of America, N.A.(1)	$30,000,000 amortizing to $0 by April 1, 2045	3.633% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
Bank of America, N.A.(1)	$50,000,000 amortizing to $0 by April 1, 2047	3.6255% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
Bank of America, N.A.(1)	$125,000,000 amortizing to $0 by April 1, 2045	2.9570% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
Citibank, N.A.(1)	$115,000,000 amortizing to $0 by April 1, 2045	3.6375% per annum	A floating per annum rate based on 53.80% of the one-month LIBOR Index(2) plus 0.74%
Citibank, N.A.(1)	$260,000,000 amortizing to $0 by April 1, 2047	3.636% per annum	A floating per annum rate based on 53.80% of the one-month LIBOR Index(2) plus 0.74%
Goldman Sachs Mitsui Marine Derivative Products, L.P.	$85,000,000 amortizing to $0 by April 1, 2047	3.6357% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
Goldman Sachs Mitsui Marine Derivative Products, L.P.	$60,000,000 amortizing to $0 by April 1, 2045	3.6418% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
JPMorgan Chase Bank, N.A.(1)	$245,000,000 amortizing to $0 by April 1, 2045	4.00% per annum	A floating per annum rate based on 75.105% of the one-month LIBOR Index(2)
Morgan Stanley Capital Services Inc.	$75,000,000, amortizing to $0 by April 1, 2036	4.09% per annum	A floating per annum rate based on 65% of the one-month LIBOR Index(2)
The Bank of New York Mellon	$170,000,000 amortizing to $0 by April 1, 2047	3.6357% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
The Bank of New York Mellon	$40,000,000 amortizing to $0 by April 1, 2047	2.224% per annum	A floating per annum rate based on 68% of the one-month LIBOR Index(2)
Wells Fargo Bank, N.A.	$75,000,000 amortizing to $0 by April 1, 2036	3.286% per annum	A floating per annum rate based on 65% of the one-month LIBOR Index(2)
Wells Fargo Bank, N.A.	$110,000,000 amortizing to $0 by April 1, 2045	3.6375% per annum	A floating per annum rate based on 53.80% of the one-month LIBOR Index(2) plus 0.74%

(1) Named Defendant in LIBOR Litigation described in "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreement – *LIBOR Litigation*."
(2) Defined, generally, as the average interest rate at which a selection of banks in London are prepared to lend to one another in United States dollars with a maturity of one month.

OTHER AUTHORITY OBLIGATIONS

Credit Facilities

On October 16, 2014, the Authority entered into a Reimbursement Agreement, as amended on June 15, 2017 and as further amended on August 1, 2019, with certain banks and with Bank of America, N.A., as agent for such banks, pursuant to which the banks provided irrevocable, direct-pay letters of credit (the "Letters of Credit") for the Authority's outstanding variable rate demand Senior Bonds. See "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations – *Weekly Rate Bonds*."

The Letters of Credit are available to be drawn on for funds to pay principal of and interest on the applicable Senior Bonds and payment of the Purchase Price for such Senior Bonds tendered for purchase or subject to mandatory purchase in accordance with the Senior Indenture and not remarketed. Senior Bonds so purchased with proceeds of draws under the Letters of Credit ("Credit Provider Bonds") will continue to be Senior Bonds under the Senior Indenture payable on a parity basis with other Senior Bonds, but they will bear interest at the applicable rate of interest set forth in the Reimbursement Agreement. Reimbursement obligations created by unreimbursed principal and interest draws under the Letter of Credit will be Senior Parity Obligations, payable on a parity basis with Senior Bonds. Under the Reimbursement Agreement, fees and other payments due to the banks providing the Letters of Credit are subordinate to Senior Obligations and Subordinate Obligations and are payable from the Fees and Expenses Fund held by the Senior Indenture Trustee. The Authority's obligation to pay interest on reimbursement obligations and on Credit Provider Bonds evidencing the Authority's obligation to pay amounts advanced under the Letters of Credit can be as high as 15% per annum.

The Letters of Credit will expire on the dates shown under "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations – *Weekly Rate Bonds* – Table 10 Outstanding Senior Weekly Rate Bonds" above. An extension of the Letters of Credit or the substitution of another liquidity facility for the applicable Senior Bonds is required by the Indenture until such Senior Bonds are retired or changed to bear interest, as permitted by the Indenture, at a Fixed Rate, a Term Rate, a Commercial Paper Rate, or an Index Rate. The scheduled expiration or the termination by the Authority of a Letter of Credit will, and the substitution of another liquidity facility may, result in a mandatory purchase of the Senior Bonds supported by such Letter of Credit as explained under APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Mechanics of Optional and Mandatory Tenders."

The Authority's obligation to reimburse the banks on account of the purchase of the Authority's Senior Bonds that are tendered for purchase and not successfully remarketed may, under specified circumstances, be converted to a liquidity advance, evidenced by a "Bank Bond." In such a case, the Reimbursement Agreement requires the Authority to redeem any Bank Bond that is not remarketed in 13 equal quarterly installments beginning on the first Business Day of the twenty-fourth calendar month immediately following the purchase of the Bank Bond by the applicable bank, but that amortization period may be accelerated by the banks in the event of the occurrence of an event of default under the Reimbursement Agreement. Events of default under the Reimbursement Agreement include, among other events, the failure of the Authority to pay debt service on its Senior Bonds or Subordinate Bonds as and when due, the default by the Authority in the observance or performance of covenants or agreements in the Reimbursement Agreement or related documents, and a reduction in the long-term unenhanced ratings of any Senior Obligations below "BBB-", "BBB-" and "Baa3," respectively by any two of Fitch Ratings, S&P and Moody's, or a withdrawal or suspension for credit-related reasons of such ratings by any two of such rating agencies. The Indenture requires Bank Bonds of a Series to be remarketed prior to the remarketing of any other remarketed Bonds of such Series tendered for purchase or subject to mandatory purchase.

In addition, in order for a liquidity drawing to be converted to a liquidity advance under the Reimbursement Agreement, certain preconditions must be satisfied by the Authority. These include, in addition to there being no event of default under the Reimbursement Agreement, the requirement that the Authority be able to make, as of the conversion date, certain representations and warranties set forth in the Reimbursement Agreement, including representations regarding the absence of certain litigation or legislation. Such representations may not be possible under circumstances that are beyond the control of the Authority. If the preconditions to the conversion to a liquidity advance cannot be met, the liquidity drawing is due and payable immediately by the Authority. Liquidity drawings and liquidity advances under the Reimbursement Agreement are required to be paid on a parity with the Senior Bonds and prior to the Subordinate Bonds.

Further Subordinated Obligations

The Authority may issue or incur obligations that would be secured by Revenue on a basis junior and subordinate to the payment of the principal, interest and reserve fund requirements for the Subordinate Obligations. Other than fees and other payments due to the Credit Providers, the Authority had no such obligations outstanding as of the date of this Official Statement. Such obligations could consist of toll bridge revenue bonds or payment obligations under liquidity or credit agreements or interest rate swap agreements. The Authority also has other obligations such as remarketing agent fees that are payable from Revenues.

CalPERS and MTC Retirement Plan

MTC, which includes the Authority, provides a defined benefit pension plan, the Miscellaneous Plan of Metropolitan Transportation Commission (the "MTC Plan"), which provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The MTC Plan is part of the Public Agency portion of the California Public Employees' Retirement System ("CalPERS"). CalPERS provides an actuarially determined contribution rate that is applied to eligible covered payroll cost on a monthly basis by MTC, a proportionate share of which is allocated to the Authority.

The following table sets out MTC incurred pension expenses for Fiscal Years 2016 through 2020 and the amount of the pension expense allocated to the Authority for each fiscal year, based on the measurement period ending June 30 of the prior year. Increases in MTC's pension expense for FYE 2018 and 2019 resulted from the increase in employees participating in the MTC Plan as a result of the MTC ABAG consolidation described above under "RELATED ENTITIES – Metropolitan Transportation Commission". See Note 1.K and Note 8, on pages 65 and 88, respectively of the MTC 2020 CAFR for additional information on the MTC Plan.

TABLE 14
MTC PENSION EXPENSE AND AUTHORITY ALLOCATION

FYE (June 30)[1]	MTC Pension Expense	Authority Pension Expense Allocation[2]
2016	$2,580,963	$ 679,825
2017	4,520,718	1,227,908
2018	6,516,422	1,366,116
2019	5,414,566	1,095,777
2020	7,547,136	130,625[3]

(1) In Fiscal Year 2015, MTC adopted Governmental Accounting Standards Board ("GASB") Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB No. 68"). The adoption of the statement changed the recognition of the pension expense from the actuarially determined contribution paid by MTC to the pension expenses arising from the service cost, employees' contribution, and certain changes in the collective net pension liability during the current measurement period.

(2) Under GASB Statement No. 68 Accounting and Financial Reporting for Pensions, MTC has a net pension liability of $35.0 million of which $7.1 million has been allocated to the Authority for FYE 2020. See Note 8.D at page 92 of the MTC 2020 CAFR.

(3) The Authority's allocable pension expense decreased in FYE 2020 as a result of the Authority prepaying a portion of the expense.

Source: The Authority.

In July 2020, CalPERS issued its Actuarial Valuation as of June 30, 2019 for the MTC Plan (the "CalPERS 2019 MTC Actuarial Valuation"), which included, among other things, projected future contribution rates for the MTC plan. According to the CalPERS 2019 MTC Actuarial Valuation, the MTC employer contribution rate for FYE 2021 is 20.756% of covered payroll and is projected to be 18.06% of covered payroll for FYE 2022. See "THE BRIDGE SYSTEM – Payments to MTC."

The CalPERS 2019 MTC Actuarial Valuation includes the table below that shows the recent history of the actuarial accrued liability, actuarial value of assets, their relationship and the relationship of the unfunded actuarial accrued liability to payroll for MTC for FYE 2015 through 2019.

TABLE 15
MTC PENSION PLAN INFORMATION

Valuation Date (June 30)	Accrued Liability	Market Value of Assets (MVA)	Unfunded Liability (UL)	Funded Ratios	Annual Covered Payroll
2015	$135,380,171	$105,627,088	$29,753,083	78.0%	$22,145,005
2016	143,694,570	107,227,476	36,467,094	74.6	25,340,475
2017	152,229,411	121,450,215	30,779,196	79.8	31,675,025
2018	172,615,556	135,181,133	37,434,423	78.3	32,765,565
2019	186,014,121	146,655,375	39,358,746	78.8	34,737,150

Source: CalPERS 2019 MTC Actuarial Valuation.

CalPERS issues a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS comprehensive annual financial report and actuarial valuations, including the CalPERS 2019 MTC Plan Report, may be obtained from CalPERS Financial Services Division. The information set forth therein is not incorporated by reference in this Official Statement.

HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE

Historical Revenue and Debt Service Coverage

The following Table 16 sets forth Bridge System historical revenue and debt service coverage for FYE 2016 through 2020. Information in the table is intended to provide potential investors with information about revenues and gross debt service coverage. The revenue and expense information presented is derived from audited financial statements prepared in accordance with generally accepted accounting principles, however, as presented below the information differs from the audited presentation. This table does not calculate coverage ratio covenants or additional bonds tests that are discussed under "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" and "SUMMARY OF FINANCING PLAN – Additional Bonds Test" in the forepart of this Official Statement and in APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" and APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE." Generally, swap rates are used for variable rate demand bonds that have corresponding qualified swap agreements, the interest rates on taxable Build America Bonds are net of the subsidy payments, which payments are excluded from revenues, and bank fees are excluded from debt service. Maintenance and Operation Expenses shown in the table below include operating expenses incurred by the Authority and other operating agencies. See "THE BRIDGE SYSTEM – Bridge System Operations and Maintenance – Table 6 Historical Operating Expenses" above. Table 16 below and Table 11 include on page 151 of the MTC 2020 CAFR present slightly different revenue, operating expense, debt service and debt service coverage ratio information and therefore are not comparable and should be read separately.

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TABLE 16
BRIDGE SYSTEM
HISTORICAL REVENUE AND DEBT SERVICE COVERAGE
($ in thousands)

Fiscal Year Ended June 30,	**2016**	**2017**	**2018**	**2019**	**2020**
Revenue					
Bridge Toll Revenues	$714,132	$720,784	$727,350	$724,914	$633,932
Interest Earnings[(1)]	12,006	16,159	26,456	65,778	38,281
Other Revenues[(2)]	22,830	26,477	28,379	26,649	29,841
Total Revenue Under Senior Indenture [A]	$748,968	$763,420	$782,185	$817,341	$702,054
Debt Service on Senior Bonds and Parity Obligations [B][(3)(4)]	$255,563	$262,814	$273,858	$267,246	$290,478
Gross Senior Debt Service Coverage [A/B]	2.93x	2.90x	2.86x	3.06x	2.42x
Less Maintenance and Operation Expenses[(5)] **[C]**	$(70,228)	$(72,377)	$(82,472)	$(89,653)	$(91,031)
Total Available Revenue Under Subordinate Indenture [A-C = D]	$678,740	$691,043	$699,713	$727,688	$611,023
Debt Service on Senior Bonds, Parity Obligations and Subordinate Bonds [E][(3)(4)(6)]	$428,692	$435,909	$439,577	$443,959	$501,215
Aggregate Debt Service Coverage [D/E]	1.58x	1.59x	1.59x	1.64x	1.22x

(1) Does not reflect non-cash derivative investment charges or gains that do not reduce or increase Revenue under provisions of the Senior Indenture.
(2) Consists of violation revenues.
(3) Including accrual of interest less Build America Bonds Subsidy, which subsidy was reduced by approximately 6.8% in federal fiscal year 2016, 6.9% in federal fiscal year 2017, 6.6% in federal fiscal year 2018, 6.2% in federal fiscal year 2019 and 5.9% in federal fiscal year 2020 as a result of the sequestration order. See "RISK FACTORS—Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement and Note 1 AA. on page 70 of the MTC 2020 CAFR.
(4) Excludes one-time prepayment of FYE 2021 principal of and related interest on certain Senior Bonds and Subordinate Bonds undertaken by the Authority in May 2020 through the use of unrestricted available funds of the Authority. The total FYE 2021 Senior principal and related interest prepaid was $88,319,125, and the total FYE 2021 Subordinate principal and related interest prepaid was $71,873,894.
(5) The maintenance and operation expenses reflect the net operating and maintenance expenses incurred by the Authority, factoring in reimbursements received from other operating agencies. See "THE BRIDGE SYSTEM – Bridge System Operations and Maintenance – Table 6 Historical Operating Expenses."
(6) Excludes optional redemption of Subordinate Bonds, 2014 Series S5 of $25,000,000 on October 1 2019.
Source: The Authority; Schedule 10 on page 129 of the MTC 2020 CAFR.

Projected Revenue, Operations & Maintenance Expenses and Debt Service Coverage

The following table sets forth projected revenues and expenditures of the Authority and projected debt service coverage for its Fiscal Years ending June 30, 2021 through 2025. Generally, the Authority's projections for the Fiscal Year ending June 30, 2021 reflect budgeted revenues and expenses. These projections were prepared as of December 1, 2020 and do not reflect actual results and transactions occurring during FYE 2021, including the issuance of the 2021 Series Bonds and the refunding of the Refunded Bonds. See "COVID-19 PANDEMIC" above for traffic totals on the Bridges for the first six months of FYE 2021. **THE PROJECTIONS OF BRIDGE TOLL REVENUES PRESENTED IN THE FOLLOWING TABLE DO NOT INCLUDE REVENUES RESULTING FROM THE SB 595 TOLL INCREASES.** See "LITIGATION – Challenges to SB 595 and RM3." Further assumptions made in preparing the projections are detailed below.

The prospective financial information was not prepared with a view toward compliance with published guidelines of the United States Securities and Exchange Commission or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information.

The projections set forth below represent the Authority's forecast of future results as of the date of preparation of the table based on information then available to the Authority as well as estimates, trends and assumptions that are inherently subject to economic, political, regulatory, competitive and other uncertainties, all of which are difficult to predict and many of which will be beyond the control of the Authority. As a result, projected results may not be realized and actual results could be significantly higher or lower than projected. The Authority is not obligated to update, or otherwise revise the financial projections or the specific portions presented to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions are shown to be in error.

The prospective financial information included in the Official Statement has been prepared by, and is the responsibility of, the Authority's management. Crowe LLP has not audited, reviewed, examined, compiled nor applied agreed-upon procedures with respect to the accompanying prospective financial information and, accordingly, Crowe LLP does not express an opinion or any other form of assurance with respect thereto. The Crowe LLP report incorporated by reference in the Official Statement relates to the Authority's previously issued financial statements. It does not extend to the prospective financial information and should not be read to do so.

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TABLE 17
BRIDGE SYSTEM
PROJECTED REVENUE, OPERATIONS & MAINTENANCE EXPENSES AND DEBT SERVICE COVERAGE[(1)(2)]
($ in thousands)

		Fiscal Year Ended June 30				
		2021	**2022**	**2023**	**2024**	**2025**
	Senior Obligation Debt Service					
A	Bridge Toll Revenues[(3)]	565,711	656,955	663,524	670,160	676,861
B	Interest Earnings	4,339	5,718	15,265	24,396	31,891
C	Other Revenues[(4)]	7,676	32,898	33,227	33,559	33,895
D	Total Revenue Under Senior Indenture	577,726	695,571	712,017	728,115	742,647
E	Existing Senior Bonds and Parity Obligations[(5)]	185,214[(6)]	238,190	265,452	268,836	268,816
F	Additional Senior Bonds	–	–	–	–	–
G	Total Senior Bonds and Parity Obligations	185,214	238,190	265,452	268,836	268,816
H	Senior Debt Service Coverage (D/G)	3.12x	2.92x	2.68x	2.71x	2.76x
	Projected Subordinate Bond Debt Service					
I	Total Revenue Under Subordinate Indenture	577,726	695,571	712,017	728,115	742,647
J	Debt Service on Senior Bonds and Parity Obligations	185,214	238,190	265,452	268,836	268,816
K	Existing Subordinate Bond Debt Service[(7)]	161,282[(8)]	238,883	208,611	192,865	191,527
L	Additional Subordinate Bond Debt Service	–	–	–	–	–
M	Aggregate Debt Service	346,495	477,072	474,062	461,701	460,343
N	Gross Aggregate Debt Service Coverage (I/M)	1.67x	1.46x	1.50x	1.58x	1.61x
O	Total Revenue Under Subordinate Indenture	577,726	695,571	712,017	728,115	742,647
P	Less: Maintenance and Operations Expenses[(9)]	(106,908)	(113,040)	(114,755)	(116,511)	(118,310)
Q	Net Available Revenue Under Subordinate Indenture	470,818	582,531	597,262	611,604	624,337
	Net Aggregate Debt Service Coverage (Q/M)	1.36x	1.22x	1.26x	1.32x	1.36x

(1) The projections in this table were prepared as of December 1, 2020 using data available as of FYE 2020, and such projections do not reflect actual results and transactions that have occurred or may occur during FYE 2021. See "COVID-19 PANDEMIC" above for certain traffic volumes for the first six months of FYE 2021. This table does not calculate coverage ratio covenants or additional bonds tests. Debt payments are shown on a cash payment basis and will differ from the GAAP based accrual costs recorded by the Authority. This table does not reflect the results, including the effect on debt service, of the refunding of the Refunded Bonds described in "SUMMARY OF FINANCING PLAN" in the forepart of this Official Statement. Projected annual debt service requirements for all of the Authority's outstanding Senior Bonds and Subordinate Bonds reflecting the refunding of the Refunded Bonds and the issuance of the 2021 Series Bonds are set forth in APPENDIX F – "PROJECTED DEBT SERVICE SCHEDULE."

(2) The projections in this table exclude any Bridge Toll Revenues resulting from the SB 595 Toll Increases. See "LITIGATION – Challenges to SB 595 and RM3."

(3) The projected Bridge Toll Revenues assume FYE 2021 paid traffic is down 22.5% when compared to FYE 2019 paid traffic due to ongoing COVID-19 related shutdowns. For FYE 2022, paid traffic is assumed to be 90% of paid traffic for FYE 2019, and paid traffic is assumed to grow at a 1.00% annual rate for FYE 2023 through 2025. Actual paid traffic for the first six months of FYE 2021 was down 31.3% when compared to FYE 2019. See "COVID-19 PANDEMIC" above. See also "THE BRIDGE SYSTEM – Motor Vehicle Traffic" herein. In accounting for peak traffic tolling, instead of actual revenues, it is assumed that the average 2-axle toll rate on the San Francisco-Oakland Bay Bridge is $5.00.

(4) Other Revenues include revenues from toll violations. Other Revenues are assumed to increase at the same growth rate as Bridge Toll Revenues. See "THE BRIDGE SYSTEM – Motor Vehicle Traffic" herein.

(5) Reflects actual interest rates for outstanding fixed rate Senior Bonds. Assumes an interest rate per annum for hedged variable rate and term rate Senior Bonds equal to the fixed rate payable under related interest rate swap arrangements plus any fixed spread on relevant bonds while in an Index Mode. Assumes interest rates on unhedged variable rate bonds based on the Authority's forecasts, which range from 0.19% to 1.60% plus any fixed spread, if applicable. Interest on unhedged term rate bonds is calculated at the term rate through the term period and then at the unhedged variable rate assumptions from the mandatory tender date through maturity. Except for FYE 2021 and FYE 2022, debt service shown is net of the full 35% federal interest subsidy for bonds issued under the Build America Bond program. Due to sequestration,

the U.S. Treasury Department has announced a decrease in subsidy amounts by 5.7% in federal fiscal year 2021 and federal fiscal year 2022, this decrease is reflected in debt service shown above. See "RISK FACTORS — Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement.

(6) Excludes one-time prepayment of FYE 2021 principal of and related interest on certain Senior Bonds undertaken by the Authority in May 2020 through the use of unrestricted available funds of the Authority. Total FYE 2021 Senior principal and related interest prepaid was $88,319,125.

(7) Reflects the actual interest rates for outstanding fixed rate Subordinate Bonds. Except for FYE 2021 and FYE 2022, debt service shown is net of the full 35% federal interest subsidy for bonds issued under the Build America Bond program. Due to sequestration, the U.S. Treasury Department has announced a decrease in subsidy amounts by 5.7% in federal fiscal year 2021 and federal fiscal year 2022, this decrease is reflected in debt service shown above. See "RISK FACTORS — Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement.

(8) Excludes one-time prepayment of FYE 2021 principal of and related interest on certain Senior Bonds and Subordinate Bonds undertaken by the Authority in May 2020 through the use of unrestricted available funds of the Authority. The total FYE 2021 Senior principal and related interest prepaid was $88,319,125, and the total FYE 2021 Subordinate principal and related interest prepaid was $71,873,894.

(9) The projected maintenance and operating expenses shown reflect the net operating and maintenance expenses incurred by the Authority and the transition of maintenance expenses to the Authority on all bridges, which for purposes of prior projections was expected to occur as early as FYE 2019, factoring in reimbursements received from other operating agencies. The Authority now expects the full inclusion of operating maintenance expenses associated with all bridges to occur during FYE 2021. See "THE BRIDGE SYSTEM – Bridge System Operations and Maintenance."

Source: The Authority.

The levels of traffic assumed, toll revenue projected, additional bonds debt service projected and maintenance and operations expenses projected in the foregoing are based solely upon estimates and assumptions made by the Authority. Actual levels of traffic and toll revenue have differed, will differ, and may differ materially, from the levels projected. Actual interest earnings, debt service interest rates, interest subsidy payments, swap revenues and maintenance and operations expenses could also differ materially from the forecast.

The interest earnings shown in the table above are calculated assuming that the Authority's investment rate forecasts, which range from 0.24% to 2.00%, are realized, on average, by the Authority in its investment of cash balances, including debt service reserve funds.

Maintenance and Operations Expenses shown in the table above are projected to include all Maintenance and Operation Expenses as defined in the Subordinate Indenture, which include operating expenses incurred by the Authority and other operating agencies.

The debt service coverage ratios set forth in the foregoing table are for information purposes only. The Authority is only required to meet the coverage ratios specified in the Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – Toll Rate Covenants" and "—Certain Provisions of the Subordinate Indenture – Toll Rate Covenants" in the forepart of this Official Statement. Coverage ratios are also taken into account in determining the amount of toll bridge revenue bonds and parity obligations the Authority can issue. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – Additional Bonds Test" and "—Certain Provisions of the Subordinate Indenture – Additional Bonds Test" in the forepart of this Official Statement.

CAPITAL PROJECTS AND FUNDING

The Authority is authorized to use bridge toll revenues to fund capital projects, which have been authorized pursuant to certain programs described below.

Bridge Rehabilitation Program

The Authority funds capital rehabilitation and operational improvement projects on the Bridge System designed to maintain and ensure the long-term safe operation of the Bridge System and associated toll facilities. The Authority commissioned a study by KPMG in 2011, which was most recently updated in November 2017, to assess its planned maintenance, repair and rehabilitation schedules for the Bridge System. Additionally, the Authority and Caltrans have initiated a risk-based asset management program, that consists of developing bridge-specific asset management plans. These plans are expected to develop a better understanding of the timing and sequence of investments necessary to maintain each Bridge in a desired state of good repair at the minimum practicable cost. The first such plan is underway for the Richmond-San Rafael Bridge.

As described above under "THE BRIDGE SYSTEM – The Bridges – *San Francisco-Oakland Bay Bridge*" and "– *Richmond-San Rafael Bridge*" the new Federal Load Requirements require states to rate or re-rate the load capacity of bridges in the National Bridge Inventory, including the Bridges. To meet the Federal Load Requirements and heavier vehicle inventories, the load rating analyses may result in a requirement to strengthen the Bridges. Preliminary load rating analyses on the west spans of the San Francisco-Oakland Bay Bridge and the Richmond-San Rafael Bridge indicate that some strengthening of structural elements will be required, including strengthening of some gusset plates, replacement of some rivets and other similar work. The strengthening work for these two bridges is anticipated to be completed in calendar year 2021 and will be funded as part of the Bridge System rehabilitation improvement projects. The remaining Bridges will be analyzed in the future. Similar improvements may be necessary on those Bridges and would be programmed as part of the Bridge System rehabilitation improvement projects.

The Authority currently anticipates funding such rehabilitation and operational improvement projects in the amount of approximately $51.3 million for FYE 2021. The Authority budgeted approximately $185 million on the rehabilitation and operational improvement projects in FYE 2020. See "COVID-19 PANDEMIC – COVID-19 Pandemic Response and Recovery Planning" for a discussion of the Authority's decision to reduce spending on the rehabilitation and operational improvement projects in FYE 2021 as a result of the expected decrease of Bridge Toll Revenues caused by the COVID-19 pandemic.

The Authority expects that actual maintenance, repair and rehabilitation costs will vary from year to year, largely as a result of the anticipated schedule for major rehabilitation of individual bridges, and that maintenance and repair costs generally will increase each year, which may result in deferring certain projects until funding is available. The Bridges are inspected regularly, and from time to time those inspections identify necessary maintenance and repair work that is not anticipated in the schedule. Ongoing maintenance, repair and major rehabilitation work on the Bridges may require the temporary closure of a Bridge from time to time. The Authority anticipates undertaking major rehabilitation or replacement of one or more bridges in the Bridge System while its Bonds are Outstanding, but the Authority cannot predict the timing or costs of such work.

AB 1171 Capital Projects

Pursuant to Section 31010 of the Act (as amended by Assembly Bill 1171 ("AB 1171") adopted in 2001), excess toll revenue generated from the seismic surcharge after a specified commitment for funding the Seismic Retrofit Program projects is achieved is required to be collected by the Authority and remitted to fund transportation and transit projects similar to those authorized by RM1 and RM2. The amount of such funds currently is programmed by MTC to be $570 million and has been budgeted by the Authority to fund specified transportation projects such as the Doyle Drive replacement project, the extension of the Bay Area Rapid Transit system to east Contra Costa County, the Transbay Transit Center, improvements to the interchange of Highway 80 and Highway 680, and other transit and corridor improvement projects. As of June 30, 2020, approximately $83.1 million of the funds programmed remain to be spent on specified transportation projects.

Seismic Retrofit Program

As described above under "THE BRIDGE SYSTEM – Seismic Retrofit of the Bridge System," since 1989, California laws have required the seismic retrofit of each Bridge within the Bridge System. All seven bridges in the Bridge System have now undergone either a seismic retrofit or a replacement of existing structures. A combination of funding including Bridge tolls, proceeds of Bonds of the Authority, and State and federal funding have provided funds for the Seismic Retrofit Program.

The Seismic Retrofit Program is complete. The new eastern span of the San Francisco-Oakland Bay Bridge has transitioned from a construction phase to an operations and maintenance phase under the oversight of Caltrans and the Authority. The Authority has closed out all construction contracts. The Toll Bridge Program Oversight Committee, which was established by legislation enacted in 2005 to provide project oversight and a project control process for the Seismic Retrofit Program projects, has concluded its oversight role with respect to the Seismic Retrofit Program.

Regional Measure 1 and Regional Measure 2 Projects

Regional Measure 1 ("RM1"), which was approved by voters, authorized the Authority to pay for specified highway and bridge enhancement projects. The RM1 program was completed as of the close of FYE 2013.

Voters also approved Regional Measure 2 ("RM2"), which authorizes the Authority to contribute up to $1.589 billion to 40 transit, highway and bridge enhancement and improvement projects to reduce congestion or to make improvements to travel in the toll bridge corridors. Generally, RM2 funding covers only a portion of each project's total cost. RM2 also authorizes the Authority to contribute funds every year for operating costs of specified public transportation agencies as another component of the regional traffic relief plan set forth in the ballot measure (the "RM2 Operating Transfers" described above under "THE BRIDGE SYSTEM – Payments to MTC").

As of June 30, 2020, only approximately $127 million of RM2 Projects remained to be allocated or spent out of the total budget of $1.589 billion. Under the Act, the Authority may fund its specified RM2 Projects by issuance of additional toll bridge revenue bonds or transfer of Bridge Toll Revenues in an amount not to exceed $1.589 billion, but the Authority is under no obligation to provide funding for any project beyond the amount expressly provided in RM2 or to increase funding for all of the RM2 Projects beyond the aggregate authorization.

SB 595/Regional Measure 3 Projects

On June 5, 2018, a majority of Bay Area voters approved RM3, which authorizes the Authority to finance $4.45 billion of highway and transit improvements in the toll bridge corridors and their approach routes consistent with the RM3 expenditure plan specified by the Legislature in SB 595.

As described below under "LITIGATION – Challenges to SB 595 and RM3," two legal actions are pending with respect to SB 595 and RM3. The Authority cannot predict the outcome of such litigation at this time. See "LITIGATION – Challenges to SB 595 and RM3."

Additional Projects

From time to time, the Authority has funded projects based on findings that such projects will improve the functioning or use of one or more of the Bridges. Additionally, the Authority evaluates the need for future projects and the need for any increases in toll rates for such projects. See "THE BRIDGE SYSTEM – Bridge Toll Rates" above.

The Transit Core Capacity Challenge Grant Program seeks to fund the replacement of all or a portion of the rolling stock of buses, streetcars and rail cars of the Alameda-Contra Costa Transit District, the San Francisco Municipal Transportation Agency and the Bay Area Rapid Transit District. In 2013, the Commission pledged $7.5 billion in federal, state and local funds over 15 years to fund the program. MTC expects to fund the Core Capacity Challenge grants with more than $3 billion in federal transportation money, $875 million expected through the State cap and trade program and some $250 million of Bridge Toll Revenues through 2028.

LITIGATION

General

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the 2021 Series Bonds, the application of the proceeds thereof in accordance with the Senior Indenture and the Subordinate Indenture, the collection or application of the Bridge Toll Revenues (except as described below under the heading "—Challenges to SB 595 and RM3" with respect to the SB 595 Toll Increases), or the statutory lien thereon, in any way contesting or affecting the validity or enforceability of the 2021 Series Bonds or the Senior Indenture or the Subordinate Indenture, in any way contesting the completeness or accuracy of this Official Statement or the powers of the Authority with respect to the 2021 Series Bonds or the Senior Indenture or the Subordinate Indenture, or which could, if adversely decided, have a materially adverse impact on the Authority's financial position or the Authority's ability to collect Bridge Toll Revenues (except as described below under the heading "—Challenges to SB 595 and RM3" with respect to the SB 595 Toll Increases).

Members of the public and advocacy groups from time to time assert that they intend to file a legal action against the Authority challenging certain programs, laws or actions that the Authority or its officers or related entities have taken. Because the Authority cannot be certain as to whether such actions will actually be filed, the legal assertions that may be made in a potential action or the remedy sought in terms of the amount of damages or performance requested of the Authority, the Authority includes as threatened litigation only situations in which the Authority is engaged in active settlement negotiations with a person or advocacy group in order to pre-empt filing of a lawsuit.

See "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements – *LIBOR Litigation*" for a discussion of another pending lawsuit that was initiated by the Authority.

Challenges to SB 595 and RM3

On July 5, 2018, several plaintiffs, including the Howard Jarvis Taxpayers Association, filed suit against the Authority and the State Legislature in San Francisco Superior Court (the "Superior Court") seeking to invalidate SB 595 and RM3. On October 10, 2018, the Superior Court granted the Authority's motion for judgment on the pleadings with leave for plaintiffs to amend. On October 22, 2018, the plaintiffs filed a First Amended Complaint seeking declaratory relief and invalidation of SB 595 and RM3 (the "FAC"). Plaintiffs in the FAC asserted that: (i) SB 595 is a change in state statute resulting in a higher tax which would require approval of two-thirds of all members of the State Legislature, and it did not meet such vote threshold, and (ii) RM3 is a special tax which would require two-thirds voter approval. On April

3, 2019, the Superior Court granted the Authority's and the State Legislature's motions for judgment on the pleadings against the FAC without leave to amend and, on April 17, 2019, entered judgment for the Authority and the State Legislature. On May 20, 2019, the Howard Jarvis Taxpayers Association filed a notice of appeal to the California Court of Appeal, First Appellate District (the "Court of Appeal").

On August 3, 2018, Randall Whitney, representing himself, filed suit against MTC and other unnamed defendants in the Superior Court asserting, among other things, that: (i) SB 595 is unconstitutional, and (ii) that RM3 is a special tax which would require two-thirds voter approval (the "MTC Litigation" and, together with the FAC, the "Challenges to SB 595 and RM3"). The petition in the MTC Litigation seeks, among other things, a writ of mandate "ordering MTC to nullify the RM3 tax." MTC filed a motion for judgment on the pleadings for all claims in the MTC Litigation with the exception of one relating to a California Public Records Act request and, on June 11, 2019, the Superior Court granted MTC's motion for judgment on the pleadings without leave to amend. The claim relating to the California Public Records Act request was subsequently dismissed by motion of the plaintiff on July 11, 2019, and judgment was thereafter entered by the court. The plaintiff, and his newly retained attorney from the Howard Jarvis Taxpayers Foundation, similarly filed an appeal of the Superior Court's ruling on the motion for judgment on the pleadings. A motion to consolidate the appeals in the Challenges to SB 595 and RM3 was granted by the Court of Appeal.

On June 29, 2020, in the case *Howard Jarvis Taxpayers Ass'n v. Bay Area Toll Auth*. (2020) 51 Cal.App.5th 435, the Court of Appeal affirmed the Superior Court's judgment in a precedential opinion, agreeing with the Authority's arguments that the SB 595 Toll Increases are charges imposed for the entrance to or use of State property and thus exempt from the definition of "tax" under Article XIII A and Article XIII C of the California Constitution. On August 10, 2020, the Howard Jarvis Taxpayers Association petitioned the California Supreme Court for review of the Court of Appeal's decision in the consolidated appeal. On October 14, 2020, the Supreme Court granted review but deferred further briefing pending resolution of another case, *Zolly v. City of Oakland* (2020) 47 Cal.App.5th 73, which had been decided immediately prior to the hearing in the consolidated appeal but which the Court of Appeal in the *Bay Area Toll Authority* case had declined to follow.

In *Zolly*, the Court of Appeal had held that local-government-imposed franchise fees, which the Court of Appeal stated are arguably subject to a similar exception for entrance to or use of local agency property under Article XIII C of the California Constitution, must be reasonably related to the value of such franchise. The City of Oakland petitioned the California Supreme Court for review of the Court of Appeal's decision in *Zolly* and, on August 12, 2020, the California Supreme Court granted review.

The Authority continues to disagree with plaintiffs' allegations and characterizations of SB 595 and RM3 and intends to vigorously defend this position. The Authority cannot, however, predict the result or timing of any decisions by the California Supreme Court in these matters. Were the California Supreme Court (or the Court of Appeal, if the case were remanded for further consideration in light of *Zolly*) ultimately to agree with the plaintiffs in the consolidated Challenges to SB 595 and RM3 and hold that charges for entrance to or use of government property are taxes unless they meet certain reasonable cost and allocation requirements, the SB 595 Toll Increases, and future toll increases, would be subject to such requirements in order to qualify for the applicable exception from the definition of "tax" under the California Constitution or be subject to increased voting threshold requirements for approval. See "RISK FACTORS – Voter Initiatives" in the forepart of this Official Statement. In such event, the Authority might be prohibited from collecting or using any Bridge Toll Revenues derived from the SB 595 Toll Increases for any purpose, including without limitation those specified in SB 595, RM3 and the RM3 expenditure plan, unless the Authority was able to establish in further proceedings that the SB 595 Toll Increases did not exceed certain reasonable cost limitations and certain fair allocation requirements in Section 3(d) of Article XIII A of the California Constitution. Were SB 595 or RM3 invalidated or otherwise voided by a court in the future, though, the loss of Bridge Toll Revenues attributable to the SB 595 Toll Increases would not impair the ability of the Authority to collect existing tolls, nor, the Authority believes, would such result restrict the Authority's ability to increase tolls in the future for the purpose of paying principal of and interest on the 2021 Series Bonds and all other outstanding bonds of the Authority.

As described above, the Authority adopted a new toll schedule effective January 1, 2019, which increased tolls on the Bridges by $1.00 as part of implementing SB 595 and RM3. The SB 595 Toll Increases, including revenues relating to such $1.00 increase, are and will continue to be deposited by the Authority and held in the SB 595 Escrow Account until each of the Challenges to SB 595 and RM3 reaches a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by the Authority. As of November 2020, there was approximately $216.8 million on deposit in the SB 595 Escrow Account. There can be no guarantee that the Authority will not in the future be compelled, by court order in the consolidated Challenges to SB 595 and RM3 or otherwise, to budget, expend, allocate, transfer or otherwise dispose of some or all of the amounts on deposit in the SB 595 Escrow Account.

AET Lawsuits

The Authority recently obtained a defense verdict after trial of a certified class action, involving three consolidated actions (collectively, the "AET Lawsuits"), in San Francisco Superior Court against the Authority and other defendants claiming deficiencies in policies and procedures with regard to the processing and assessment of violation penalties by the all-electronic tolling ("AET") collection system on the Golden Gate Bridge. AET is currently in effect on the Golden Gate Bridge, and as described above under "THE BRIDGE SYSTEM – Bridge Toll Collection – *Toll Collection*," in early 2021, the toll collections on all of the Bridge System bridges will be converted to AET. The AET Lawsuits do not directly implicate the toll collection system on any of the Bridge System bridges. The Authority previously contracted with Xerox (now Conduent) for management of the toll collection customer service center for the Golden Gate Bridge as well as all the bridges in the Bridge System as described under "THE BRIDGE SYSTEM – Bridge Toll Collection – *FasTrak Regional Customer Service Center*."

Additional class action lawsuits were filed in San Francisco Superior Court against the Authority and others alleging deficiencies in the tolling program on the Golden Gate Bridge, as well as all of the Bridge System bridges. These class actions, which have now been consolidated, also allege that the Authority and other defendants improperly disclose motorists' Personally Identifiable Information in violation of various privacy statutes, and improperly obtain consumer reports in violation of the Fair Credit Reporting Act (collectively, the "PII Lawsuits").

The AET Lawsuits and the PII Lawsuits seek actual damages, restitution, attorneys' fees, a writ of mandate (the AET Lawsuits only), statutory penalties (the PII Lawsuits only) and injunctive and declaratory relief. Based on the facts known to the Authority as of the date of this Official Statement, the Authority does not expect the AET Lawsuits or the PII Lawsuits to have a material adverse impact on its revenues or its ability to pay its obligations, including the 2021 Series Bonds.

LEGISLATION

From time to time, bills are introduced in the State Legislature that may impact the Authority. The State Legislature convened in December 2020 for its 2021-2022 session (the "2021-2022 Legislative Session"), which is ongoing as of the date of this Official Statement. The Authority is not aware of any pending legislation which could have a material adverse effect on the Authority's finances or operations. The Authority cannot predict the bills that may be introduced in the State Legislature during the 2021-2022 Legislative Session and what impact they might have on the Authority.

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APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE

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Set forth below are definitions of certain terms used elsewhere in the Official Statement. In addition, this APPENDIX B includes a summary of certain provisions of the Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the Thirtieth Supplemental Indenture and the Thirty-First Supplemental Indenture, each dated as of March 1, 2021 (hereinafter collectively referred to as the "Senior Indenture"), between the Bay Area Toll Authority and MUFG Union Bank, N. A., as trustee.

This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Senior Indenture. This summary does not repeat information set forth in the Official Statement concerning terms (such as interest rates and maturities), redemption provisions, and certain other features of any particular series of the Senior Bonds that are described in the Official Statement that describes that series of the Senior Bonds. See also "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" in the Official Statement for information about the security and sources of payment for Senior Bonds.

The Authority has various Series of Outstanding Senior Bonds that currently bear interest at a fixed rate, the Weekly Rate, Term Rate and the Index Rate, each as determined in accordance with the provisions of the Senior Indenture. Upon satisfaction of certain conditions set forth in the Senior Indenture, the Senior Bonds of such Series, other than those bearing interest at a fixed rate, may bear interest calculated pursuant to a different Interest Rate Determination Method (which may be the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Index Rate, the Term Rate or the Fixed Rate). THIS APPENDIX B IS NOT INTENDED TO DESCRIBE BY ITSELF ALL THE MATERIAL PROVISIONS OF THE SENIOR BONDS BEARING INTEREST CALCULATED PURSUANT TO ANY PARTICULAR INTEREST RATE DETERMINATION METHOD. THIS APPENDIX B MUST BE READ TOGETHER WITH THE DESCRIPTION OF PROVISIONS RELATED TO EACH SERIES OF SENIOR BONDS SET FORTH IN THE APPLICABLE OFFICIAL STATEMENT OR SUPPLEMENT TO INFORMATION STATEMENT RELATED TO SUCH SENIOR BONDS.

DEFINITIONS

"AB 664 Net Toll Revenue Reserves" means the funds generated from a toll increase on the three Bay Area Bridges which comprise the Southern Bridge Group, enacted by legislation referred to as "AB 664," which took effect in 1977, which funds are transferred by the Authority to MTC on an annual basis and allocated by MTC to capital projects that further development of public transit in the vicinity of the three Bay Area Bridges which comprise the Southern Bridge Group. AB 664 Net Toll Revenue Reserves are included within the scope of the Funding Agreement described in Appendix A to the Official Statement under the heading "THE BRIDGE SYSTEM – Payments to MTC."

"Act" means Chapter 4, Chapter 4.3 and Chapter 4.5 of Division 17 of the California Streets and Highways Code and the Revenue Bond Law of 1941, as each may be amended from time to time hereafter.

"Annual Debt Service" means, at any point in time, with respect to Senior Bonds then Outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption) and sinking fund payments required to be paid in the then current Fiscal Year on all Outstanding Senior Bonds, as calculated by the Authority in accordance with this definition. For purposes of calculating Annual Debt Service and Maximum Annual Debt Service, the following assumptions are to be used to calculate the principal and interest becoming due in any Fiscal Year:

(i) in determining the principal amount due in each 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 principal, including any minimum sinking fund account payments;

(ii) if 20% or more of the principal of such Senior Bonds is not due until the final stated maturity of such Senior Bonds, principal and interest on such Senior Bonds may, at the option of the Authority, be treated as if such principal and interest were due based upon a level amortization of such principal and interest over the term of such Senior Bonds;

(iii) if the Senior Bonds are supported by a Credit Support Instrument, in the form of a line of credit or a letter of credit, principal may, at the option of the Authority, be treated as if it were due based upon a level amortization of such principal over the maximum term of repayment of borrowings under the Credit Support Agreement entered into in connection with such line of credit or letter of credit;

(iv) if any Outstanding Senior Bonds constitute variable interest rate Senior Bonds, the interest rate on such variable interest rate Senior Bonds shall be assumed to be 110% of the greater of (a) the daily average interest rate on such Senior Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period that such Senior Bonds shall have been Outstanding, or (b) the rate of interest on such Senior Bonds on the date of calculation;

(v) if Senior Bonds proposed to be issued will be variable interest rate Senior Bonds the interest on which is excluded from gross income for federal income tax purposes, then such Senior Bonds shall be assumed to bear interest at an interest rate equal to 110% of the average SIFMA Swap Index during the three (3) months preceding the month of sale of such Senior Bonds, or if SIFMA Swap Index is no longer published, at an interest rate equal to 75% of the average One Month USD LIBOR Rate during the three (3) months preceding the month of sale of such Senior Bonds, or if the One Month USD LIBOR Rate is not available for such period, another similar rate or index selected by the Authority;

(vi) if Senior Bonds proposed to be issued will be variable interest rate Senior Bonds the interest on which is included in gross income for federal income tax purposes, then such Senior Bonds shall be assumed to bear interest at an interest rate equal to 110% of average One Month USD LIBOR Rate during the three (3) months preceding the month of sale of such Senior Bonds, or if the One Month USD LIBOR Rate is not available for such period, another similar rate or index selected by the Authority;

(vii) if the Senior Bonds are, or will be, upon issuance part of a Commercial Paper Program, the principal of such Senior Bonds constituting commercial paper (hereinafter in this definition referred to as "commercial paper") will be treated as if such principal were due based upon a 30-year level amortization of principal from the date of calculation and the interest on such commercial paper shall be calculated as if such commercial paper were variable interest rate Senior Bonds;

(viii) notwithstanding subsections (iv), (v), (vi) or (vii) above, with respect to any variable interest rate Senior Bonds or any commercial paper, if (A) the interest rate on such variable interest rate Senior Bonds or commercial paper, plus (B) the payments received and made by the Authority under a Qualified Swap Agreement or a Swap with respect to such variable interest rate Senior Bonds or commercial paper, are expected to produce a synthetic fixed rate to be paid by the Authority (e.g., a Qualified Swap Agreement or a Swap under which the Authority pays a fixed rate and receives a variable rate which is expected to equal or approximate the rate of interest on such variable interest rate Senior Bonds or commercial paper), the variable interest rate Senior Bonds or commercial paper, as the case may be, shall be treated as bearing such synthetic fixed rate for the duration of the synthetic fixed rate; provided that: (X) during any period when the Swap Party has a long-term credit rating below the two highest long-term Rating Categories by Moody's and S&P, unless the Qualified Swap Agreement or Swap is rated in one of the two highest long-term Rating Categories of Moody's and S&P, or (Y) when there is a default under the Qualified Swap Agreement or Swap, or (Z) after a termination event has occurred with respect to the Authority under the Qualified Swap Agreement or Swap, such variable interest rate Senior Bonds or commercial paper shall be assumed to bear interest at an interest rate equal to the higher of: (1) the synthetic fixed rate, or (2) the assumed interest rate calculated as described in subsections (iv), (v), (vi) or (vii) above;

(ix) with respect to any fixed interest rate Senior Bonds, if (A) the interest rate on such fixed rate Senior Bonds, plus (B) the payments received and made by the Authority under a Qualified Swap Agreement or a Swap with respect to such fixed rate Senior Bonds, are expected to produce a synthetic variable rate to be paid by the Authority (e.g., a Qualified Swap Agreement or a Swap under which the Authority pays a variable rate and receives a fixed rate which is expected to equal the rate of interest on such fixed interest rate Senior Bonds), the fixed interest rate Senior Bonds, shall be treated as bearing such synthetic variable rate for the duration of the synthetic variable rate calculated as provided in (v) above;

(x) if any of the Senior Bonds are, or upon issuance will be, Paired Obligations, the interest thereon shall be the resulting linked rate or effective fixed rate to be paid with respect to such Paired Obligations;

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

(xii) if any of the Senior Bonds are, or upon issuance will be, Senior Bonds for which the Authority is entitled to receive interest rate subsidy payments from the federal government (including, without limitation, subsidy payments on account of the issuance of Build America Bonds pursuant to the federal American Recovery and Reinvestment Act of 2009), as evidenced by an Opinion of Bond Counsel delivered at the time of issuance of such Senior Bonds, the Senior Bonds shall be treated as bearing an interest rate equal to the rate of interest borne by the Senior Bonds for the period of determination minus the federal interest rate subsidy payments to which the Authority is entitled for that period if the Authority irrevocably directs that those federal interest rate subsidy payments be made directly to the Senior Indenture Trustee for the payment of interest on Senior Bonds pursuant to the Senior Indenture.

"Authority" means the Bay Area Toll Authority, a public entity duly established and existing pursuant to the Act, and any successor thereto.

"Authority Account" means an account established within the Bond Purchase Fund pursuant to the Senior Indenture.

"Authority Administrative Costs" means the amount which the Authority may retain on an annual basis, after payment of debt service on Outstanding Senior Bonds and the costs of Operation & Maintenance Expenses, for its cost of administration pursuant to Section 30958 of the Act, such amount not to exceed one percent (1%) of the gross revenues collected from the tolls annually on the Bay Area Bridges.

"Authorized Denominations" means, with respect to the 2021 Series F-1 Bonds, $5,000 and any integral multiple thereof, and, with respect to 2021 Variable Rate Bonds: (i) during a Daily Rate Period, Weekly Rate Period or Commercial Paper Rate Period, $100,000 and any integral multiple of $5,000 in excess thereof; and (ii) during a Term Rate Period, an Index Rate Period or the Fixed Rate Period, $5,000 and any integral multiple thereof; provided, however, that if as a result of a Conversion of a Series of 2021 Variable Rate Bonds from a Term Rate Period or an Index Rate Period to a Daily Rate Period, Weekly Rate Period or Commercial Paper Rate Period, it is not possible to deliver all the Senior Bonds of a Series required or permitted to be Outstanding in a denomination permitted above, 2021 Variable Rate Bonds of a Series may be delivered, to the extent necessary, in different denominations.

"Authorized Representative" means the Executive Director, the Deputy Executive Director, the Chief Financial Officer (formerly called the Manager of Finance of the Authority), or any other employee of the Authority at the time designated to act on behalf of the Authority in a Certificate of the Authority executed by any of the foregoing officers and filed with the Senior Indenture Trustee, which Certificate is to contain such employee's specimen signature.

"Bay Area Bridges" means the state owned bridges in the San Francisco Bay Area under the jurisdiction of the Authority, comprised of the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, the San Mateo-Hayward Bridge, and any additional bridges added after January 1, 2006, to the Authority's jurisdiction and designated by resolution of the Board to be included as a "Bay Area Bridge" under the Senior Indenture. Each Bay Area Bridge includes the existing bridge or bridges and any additional adjacent spans added thereto as toll bridge program capital improvements.

"Bay Area Toll Account" means the account by that name created pursuant to Section 30953 of the Act.

"Beneficial Owner" means, with respect to any Book-Entry Bond, the beneficial owner of such Senior Bond as determined in accordance with the applicable rules of the Securities Depository for such Book-Entry Bonds.

"Board" means the governing board of the Authority.

"Book-Entry Bonds" means Senior Bonds issued under a book-entry only depository system as provided in the Senior Indenture.

"Bond Counsel" means a firm of nationally-recognized attorneys-at-law experienced in legal work relating to the issuance of municipal bonds selected by the Authority.

"Bond Fund" means the fund by that name created pursuant to the Senior Indenture.

"Bond Register" means the registration books for the ownership of Senior Bonds maintained by the Senior Indenture Trustee pursuant to the Senior Indenture.

"Bondholder" or "Holder" or "Owner" means the record owner of any Senior Bond shown on the books of registration kept by the Senior Indenture Trustee, which, during any period when ownership of the Senior Bond is determined by book entry at a Securities Depository, shall be the Securities Depository.

"Bridge Toll Revenues" means toll revenues and all other income allocated to the Authority pursuant to Section 30953 of the Act derived from the Bay Area Bridges and not limited or restricted to a specific purpose, including revenues from the seismic retrofit surcharge collected pursuant to Section 31010 of the Act that are transferred or paid to the Authority for deposit in the Bay Area Toll Account.

"Business Day" means any day, other than a Saturday, Sunday or other day on which the New York Stock Exchange is closed or on which banks are authorized or obligated by law or executive order to be closed in the State of California, the State of New York or any city in which the Principal Office of the Senior Indenture Trustee or the principal office of any Credit Provider is located.

"Calendar Week" means the period of seven days from and including Thursday of any week to and including Wednesday of the next following week.

"Caltrans" means the California Department of Transportation.

"Certificate of the Authority" means an instrument in writing signed by an Authorized Representative of the Authority.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

"Commercial Paper Program" means a program of short-term Senior Bonds having the characteristics of commercial paper (i) in that such Senior Bonds have a stated maturity not later than 270 days from their date of issue and (ii) that maturing Senior Bonds of such program may be paid with the proceeds of renewal Senior Bonds.

"Commercial Paper Rate" means the interest rate on any Senior Bond in the Commercial Paper Rate Period established from time to time pursuant to the provisions of the Senior Indenture.

"Commercial Paper Rate Period" means each period during which a Series of Senior Bonds bears interest at a Commercial Paper Rate determined pursuant to the provisions of the Senior Indenture.

"Construction Fund" means, with respect to a Series of Senior Bonds, a Construction Fund established in the Supplemental Indenture providing for the issuance of such Series of Senior Bonds.

"Conversion" means the conversion of any Series or subseries of Senior Bonds from one Interest Rate Determination Method or Mode to another, which may be made from time to time in accordance with the terms of the Senior Indenture.

"Conversion Date" means, with respect to a Series of 2021 Variable Rate Bonds, the date any new Index Rate Period or Term Rate Period and Term Rate, as applicable, becomes effective, or the date any Conversion of a Series or subseries of Variable Rate Bonds becomes effective in accordance with the provisions of the Senior Indenture (or, with respect to notices, time periods and requirements in connection with the proceedings for such Conversion, the day on which it is proposed that such Conversion occur).

"Conversion Notice" means a written notice of an Authorized Representative delivered by the Authority to change the Interest Rate Determination Method for a Series of Senior Bonds, such notice to be delivered to the Senior Indenture Trustee, the Index Agent, if any, the Remarketing Agent and the applicable Credit Provider or Liquidity Provider, if any.

"Cost" means cost as defined in the Act.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution, sale and delivery of Senior Bonds, including, but not limited to, advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Senior Indenture Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Senior Bonds, surety, insurance, liquidity and credit enhancements costs, and any other cost, charge or fee incurred in connection with the issuance of Senior Bonds.

"Credit Provider" means any municipal bond insurance company, bank or other financial institution or organization or group of financial institutions or organizations which are performing in all material respects its or their obligations, as applicable, under any Credit Support Instrument provided with respect to a Series of Senior Bonds and any successor to such provider or providers, or any replacement therefor.

"Credit Provider Bonds" means any Senior Bonds purchased with funds provided under a Credit Support Instrument or Liquidity Instrument as provided in the Senior Indenture for so long as such Senior Bonds are held by or for the account of, or are pledged to, the applicable Credit Provider in accordance with the Senior Indenture.

"Credit Provider Reimbursement Obligations" means obligations of the Authority to pay from the Bay Area Toll Account amounts due under a Credit Support Agreement, including, without limitation, amounts advanced by a Credit Provider pursuant to a Credit Support Instrument as credit support or liquidity for Senior Bonds and the interest with respect thereto.

"Credit Support Agreement" means, with respect to any Credit Support Instrument for a Series of Senior Bonds, the agreement or agreements (which may be the Credit Support Instrument itself) between the Authority or the Senior Indenture Trustee, as applicable, and the applicable Credit Provider, as originally executed or as such agreement or instrument may from time to time be amended or supplemented in accordance with its terms, providing for the issuance of the Credit Support Instrument to which such Credit Support Agreement relates and the reimbursement of the Credit Provider for payments made thereunder, or any subsequent agreement pursuant to which a substitute Credit Support Instrument is provided, together with any related pledge agreement, security agreement or other security document entered into in connection therewith.

"Credit Support Instrument" means, (i) with respect to the 2021 Variable Rate Bonds and the Thirtieth Supplemental Indenture, a letter of credit, a line of credit, revolving credit agreement or other credit arrangement pursuant to which a Credit Provider provides credit and liquidity support with respect to the payment of interest, principal or the Purchase Price of any 2021 Variable Rate Bonds, as the same may be amended from time to time pursuant to its terms, and any replacement therefor; and (ii), with respect to all other Senior Bonds, a policy of insurance, a letter of credit, a line of credit, stand-by purchase agreement, revolving credit agreement or other credit arrangement pursuant to which a Credit Provider provides credit or liquidity support with respect to the payment of interest, principal or the Purchase Price of any Series of Senior Bonds, as the same may be amended from time to time pursuant to its terms, and any replacement therefor.

"CUSIP" means the Committee on Uniform Securities Identification Procedures of the American Bankers Association, or any successor to its functions.

"Daily Put Bonds" means any Series of Senior Bonds bearing interest at a Daily Rate tendered for purchase pursuant to the provisions of the Senior Indenture.

"Daily Rate" means the interest rate on any Senior Bond in the Daily Rate Period established from time to time pursuant to the Senior Indenture.

"Daily Rate Index" means, on any Business Day, the SIFMA Swap Index, or, if the SIFMA Swap Index is no longer published, an index or rate agreed upon by the Authority and the Remarketing Agents, but in no event in excess of the Maximum Interest Rate.

"Daily Rate Period" means any period during which a Series of Senior Bonds bears interest at the Daily Rate established pursuant to the provisions of the Senior Indenture.

"DTC" means The Depository Trust Company, New York, New York or any successor thereto.

"Electronic means" means facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

"Event of Default" means any of the events specified in the Senior Indenture as an Event of Default.

"Expiration" (and other forms of "expire") means, (i) when used with respect to a Credit Support Instrument, the expiration of such Credit Support Instrument in accordance with its terms; and (ii) when used with respect to a Liquidity Instrument, the expiration of such Liquidity Instrument in accordance with its terms.

"Failed Tender Date" means, for any Series of Senior Bonds bearing interest at a Term Rate or an Index Rate, the date on which insufficient funds are available for the purchase of all Senior Bonds of such Series or subseries tendered or deemed tendered and required to be purchased at the end of the Term Rate Period or Index Rate Period as described in the Senior Indenture.

"Favorable Opinion of Bond Counsel" means, with respect to any action requiring such an opinion, an Opinion of Bond Counsel to the effect that such action will not, in and of itself, adversely affect the Tax-Exempt status of interest on the Senior Bonds or such portion thereof as shall be affected thereby.

"Fees and Expenses" means fees and expenses incurred by the Authority in connection with the Senior Bonds.

"Fees and Expenses Fund" means the fund by that name created pursuant to the Senior Indenture.

"Fiscal Year" means the period of twelve months terminating on June 30 of each year, or any other annual period hereafter selected and designated by the Authority as its Fiscal Year in accordance with applicable law. References in the Senior Indenture to the next Fiscal Year or Fiscal Years of the Authority shall mean the Fiscal Year or Fiscal Years after the then current Fiscal Year.

"Fitch" means Fitch Inc. 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, the term "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"Five Percent Reserves" means an amount of up to five percent (5%) of the funds generated by Regional Measure 1 which are transferred by the Authority to MTC on an annual basis to be applied by MTC to projects that will help reduce vehicular congestion on the Bay Area Bridges and for the planning, construction, operation and acquisition of rapid water transit systems. Five Percent Reserves are included within the scope of the Funding Agreement described in Appendix A to the Official Statement under the heading "THE BRIDGE SYSTEM – Payments to MTC."

"Fixed Rate" means the fixed rate borne by a Series of Senior Bonds from the Fixed Rate Conversion Date for such Series or subseries of Senior Bonds, which rate is to be established in accordance with the provisions of the Senior Indenture.

"Fixed Rate Conversion Date" means any Conversion Date on which the interest rate on a Series of Senior Bonds shall be converted to a Fixed Rate.

“Fixed Rate Period” means the period from and including the Fixed Rate Conversion Date of a Series of Senior Bonds converted to a Fixed Rate to and including their maturity date or earlier date of redemption.

“Government Obligations” means: (i) non-callable obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including, but not limited to, all direct or fully guaranteed U.S. Treasury Obligations, Farmers Home Administration Certificates of beneficial ownership, General Services Administration Participation certificates, U.S. Maritime Administration Guaranteed Title XI financing, Small Business Administration - Guaranteed participation certificates and Guaranteed pool certificates, Government National Mortgage Association (GNMA) - GNMA guaranteed mortgage-backed securities and GNMA guaranteed participation certificates, U.S. Department of Housing and Urban Development Local authority bonds, Washington Metropolitan Area Transit Authority Guaranteed transit bonds, and State and Local Government Series; (ii) non-callable obligations of government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government, including, but not limited to, Federal Home Loan Mortgage Corp. (FHLMC) Debt Obligations, Farm Credit System (formerly Federal Land Banks, Intermediate Credit Banks, and Banks for Cooperatives) Consolidated Systemwide bonds and notes, Federal Home Loan Banks (FHL Banks) Consolidated debt obligations, Federal National Mortgage Association (FNMA) Debt Obligations, and Resolution Funding Corp. (REFCORP) Debt obligations; and (iii) certain stripped securities where the principal-only and interest-only strips are derived from non-callable obligations issued by the U.S. Treasury and REFCORP securities stripped by the Federal Reserve Bank of New York, excluding custodial receipts, i.e. CATs, TIGERS, unit investment trusts and mutual funds, etc.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants appointed by the Authority, and who, or each of whom, is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Index Agent” means the Senior Indenture Trustee or such other Person acceptable to the Senior Indenture Trustee as may be designated by the Authority to act as the Index Agent for the Senior Indenture Trustee.

“Index Bonds” means a Series of Senior Bonds bearing interest at the Index Rate.

“Index Rate” means the interest rate established from time to time pursuant to the Senior Indenture, including any applicable Supplemental Indenture, provided, however, that in no event may the Index Rate exceed the Maximum Interest Rate.

“Index Rate Conversion Date” means: (i) the Conversion Date on which the interest rate on any Senior Bonds bearing interest at a Variable Rate are to be converted to an Index Rate; and (ii) the date on which a new Index Rate Period is to be established.

“Index Rate Determination Date” means, with respect to any Series of 2021 Variable Rate Bonds in an Index Rate Period where the Index Rate is the SIFMA Swap Index, each Wednesday or, if any such Wednesday is not a Business Day, then the next preceding Business Day, such date being the same day the SIFMA Swap Index is expected to be published or otherwise made available to the Index Agent; and if the SIFMA Swap Index is published on a different day, such day will be the Index Rate Determination Date (the Index Rate so calculated will apply to the Calendar Week from and including the immediately succeeding Thursday, or if calculated on a Thursday, on such Thursday, to and including the following Wednesday); provided that, if the Authority obtains a Favorable Opinion of Bond Counsel, the “Index Rate Determination Date” shall mean such other date as is determined by the Authority in consultation with the

Remarketing Agent in accordance with the Senior Indenture; and provided further that, if the Authority specifies alternative dates as “Index Rate Determination Dates” for any Series of 2021 Variable Rate Bonds in the Pricing Notice delivered in connection with the Conversion of such Bonds, “Index Rate Determination Date” shall mean the dates specified in such Pricing Notice.

“Index Rate Index” means, with respect to any Series of 2021 Variable Rate Bonds, the SIFMA Swap Index; provided, that if the Authority obtains a Favorable Opinion of Bond Counsel, “Index Rate Index” shall mean such other index as is determined by the Authority in consultation with the Remarketing Agent at the commencement of an Index Rate Period in accordance with the Senior Indenture.

“Index Rate Period” means any period during which a Series of Senior Bonds bears interest at the Index Rate.

“Initial Senior Bonds” means the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds (Variable Rate Demand Bonds), 2001 Series A, 2001 Series B and 2001 Series C, and the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds (Fixed Rate Bonds), 2001 Series D.

“Interest Account” means the account by that name created pursuant to the Senior Indenture.

“Interest Payment Date” means (a) with respect to the 2021 Variable Rate Bonds: (i) in the Daily Rate Period or the Weekly Rate Period, the first Business Day of each calendar month; (ii) in the Commercial Paper Rate Period, the day immediately succeeding the last day of each Commercial Paper Rate Period for such 2021 Variable Rate Bond; (iii) each Conversion Date; (iv) in the Term Rate Period or the Fixed Rate Period, each Semi-Annual Interest Payment Date, or, if the Authority obtains a Favorable Opinion of Bond Counsel, such other periodic dates as shall be selected by the Authority in accordance with the Senior Indenture; (v) in the Index Rate Period, the first Business Day of each calendar month, or, if the Authority obtains a Favorable Opinion of Bond Counsel, such other periodic dates as shall be selected by the Authority in accordance with the Senior Indenture; (b) with respect to any Series of 2021 Variable Rate Bonds bearing interest at the Daily Rate or the Weekly Rate, the mandatory tender date, as applicable, on which a Credit Support Instrument providing support for such Series of 2021 Variable Rate Bonds is substituted; (c) with respect to the 2021 Series F-1 Bonds, each Semi-Annual Interest Payment Date; and (d) in all events, the final maturity date or redemption date of each 2021 Variable Rate Bond.

“Interest Rate Determination Method” means any of the methods of determining the interest rate on a Series of Senior Bonds from time to time as described in the Senior Indenture.

“Interest Rate Mode” means, with respect to a Senior Bond of a Series or subseries, the type of interest rate paid on Senior Bonds of that Series or subseries consisting of any Daily Rate, Weekly Rate, Commercial Paper Rate, Term Rate, Index Rate or Fixed Rate, as the case may be.

“Issue Date” means, with respect to a Series of Senior Bonds, the date on which such Senior Bonds are first delivered to the purchasers thereof.

“Liquidity Instrument” means the instrument pursuant to which liquidity is provided to Senior Bonds of a Series and any substitute Liquidity Instrument provided pursuant to the Senior Indenture and shall include a Credit Support Instrument that is in the form of a Letter of Credit.

“Liquidity Provider” means each bank or any successor Liquidity Provider providing liquidity for the Purchase Price of a Series of Senior Bonds pursuant to a Liquidity Instrument.

"Mandatory Tender Bonds" means a Series of Senior Bonds subject to mandatory tender in accordance with the provisions of the Senior Indenture.

"Maximum Annual Debt Service" means the maximum amount of Annual Debt Service becoming due during the period from the date of such determination through the final maturity date of the Senior Bonds then Outstanding, as calculated by the Authority, utilizing the assumptions set forth under the definition of Annual Debt Service.

"Maximum Interest Rate" means: (a) with respect to Senior Bonds of a Series other than Credit Provider Bonds, (i) for the benefit of which a Credit Support Instrument or Liquidity Instrument is in effect, the rate of interest specified in such Credit Support Instrument or Liquidity Instrument that is used to determine the amount available under such Credit Support Instrument or Liquidity Instrument for payment of interest due and payable to Owners of such Senior Bonds, but in no event greater than twelve percent (12%) per annum, and (ii) at all other times, twelve percent (12%) per annum; and (b) with respect to Credit Provider Bonds or Liquidity Instrument Bonds, the lesser of (i) 15% per annum or (ii) the maximum rate of interest with respect to such Credit Provider Bonds or Liquidity Instrument Bonds permitted by applicable law.

"Moody's" means Moody's Investors Service, 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, the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"MTC" means the Metropolitan Transportation Commission, a regional transportation commission duly established and existing pursuant to Sections 66500 et seq. of the California Government Code, and any successor thereto.

"MTC Transfers" means the AB 664 Net Toll Revenue Reserves, the Five Percent Reserves, the Rail Extension Reserves, the Regional Measure 2 Reserves, and the Authority Administrative Costs.

"Net Revenue" means, for any Fiscal Year, Revenue less Operations & Maintenance Expenses, as set forth in the audited financial statements of the Authority.

"Nominee" means the nominee of the Securities Depository for the Book-Entry Bonds in whose name such Senior Bonds are to be registered. The initial Nominee with respect to the 2021 Variable Rate Bonds and the 2021 Series F-1 Bonds shall be Cede & Co., as the nominee of DTC.

"One Month USD LIBOR Rate" means the ICE Benchmark Administration (or any successor administrator of LIBOR rates) average of interbank offered rates in the London market for Dollar deposits for a one month period as reported in the Wall Street Journal or, if not reported in such newspaper, as reported in such other source as may be selected by the Authority.

"Operations & Maintenance Expenses" means all expenses related to Caltrans operations and maintenance of toll facilities on the Bay Area Bridges determined in accordance with generally accepted accounting principles, including but not limited to, toll collection costs, including wages and salaries, maintenance and electrical energy for toll administration buildings and toll booths, the San Francisco-Oakland Bay Bridge architectural lighting and maintenance and operation of the Transbay Transit Terminal, excluding (i) depreciation or obsolescence charges or reserves therefor, (ii) amortization of intangibles or other bookkeeping entries of a similar nature, (iii) costs of maintenance of the Bay Area Bridges and other structures, roadbeds, pavement, drainage systems, debris removal, landscaping, traffic guidance systems, ice controls, dedicated bridge maintenance stations and maintenance training that, in accordance with

Section 188.4 of the California Streets and Highways Code, as normal highway maintenance, are to be paid from the State Highway Account, as further set forth in the Cooperative Agreement, dated July 1, 2003, between the Authority and Caltrans, as amended from time to time pursuant to its terms, and (iv) Subordinated Maintenance Expenditures.

"Operations and Maintenance Fund" means the fund by that name created and held by the Authority pursuant to the Senior Indenture.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Optional Purchase Date" means each date on which a Series or subseries of Senior Bonds would be subject to optional redemption and therefore are subject to purchase at the option of the Authority pursuant to the provisions of the Senior Indenture.

"Optional Purchase Price" means, with respect to the purchase of 2021 Variable Rate Bonds to be purchased on any Optional Purchase Date pursuant to the provisions of the Senior Indenture, the principal amount of the 2021 Variable Rate Bonds to be purchased on such Optional Purchase Date, plus accrued interest to such Optional Purchase Date, plus an amount equal to the premium, if any, that would be payable upon the redemption, at the option of the Authority exercised on such Optional Purchase Date, of the 2021 Variable Rate Bonds to be purchased.

"Outstanding" means all Senior Bonds which have been authenticated and delivered by the Senior Indenture Trustee under the Senior Indenture, except: (i) Senior Bonds canceled or delivered for cancellation at or prior to such date; (ii) Senior Bonds deemed to be paid in accordance with the provisions of the Senior Indenture; (iii) Senior Bonds in lieu of which others have been authenticated under the Senior Indenture; and (iv) all Senior Bonds held by or for the account of the Authority.

"Paired Obligations" shall mean any Series (or portion thereof) of Senior Bonds designated as Paired Obligations in a Supplemental Indenture authorizing the issuance thereof, which are simultaneously issued (a) 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 (b) the interest rates on which, taken together, result in an irrevocably fixed interest rate obligation of the Authority for the terms of such Paired Obligations.

"Participants" means, with respect to a Securities Depository for Book-Entry Bonds, those participants listed in such Securities Depository's book-entry system as having an interest in the Senior Bonds.

"Permitted Investments" means the following:

(i) any Government Obligations;

(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 of the Federal National Mortgage Association, the Government National Mortgage Association, Farm Credit System, Federal Home Loan Banks and Federal Home Loan Mortgage Corporation, Student Loan Marketing Association Financing Corp., and U.S. Agency for International Development guaranteed notes;

(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 notes 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, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in either of the two highest Rating Categories by Moody's and S&P;

(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 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 Moody's and S&P;

(vii) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are rated by Moody's and S&P in their highest short-term Rating Category, or, if the term of such indebtedness is longer than three (3) years, rated by Moody's and S&P in one of their two highest long-term Rating Categories, for comparable types of debt obligations;

(viii) demand or time deposits or certificates of deposit, 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 Senior Indenture Trustee or any of its affiliates) or by a state licensed branch of any foreign bank, 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 Senior Indenture 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 Senior Indenture 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 Senior Indenture Trustee shall be entitled to rely on each such undertaking;

(ix) taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Moody's and S&P;

(x) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest short-term Rating Category, if any, and in either of the two highest long-term Rating Categories, if any, by Moody's and S&P, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligations by the Senior Indenture Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by Moody's and S&P;

(xi) any repurchase agreement entered into with a financial institution or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in either of the two highest long-term Rating Categories by Moody's and S&P, 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 weekly) at least equal to one hundred three percent (103%) of the principal amount of such investment and shall be lodged with the Senior Indenture Trustee or other fiduciary, as custodian, by the provider executing such repurchase agreement, and the provider executing each such repurchase agreement required to be so secured shall furnish the Senior Indenture Trustee with an undertaking satisfactory to the Senior Indenture Trustee to the effect that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least weekly) will be an amount equal to one hundred three percent (103%) of the principal amount of each such repurchase agreement and the Senior Indenture Trustee shall be entitled to rely on each such undertaking;

(xii) any cash sweep or similar account arrangement of or available to the Senior Indenture 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 Senior Indenture 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) and clause (xiii) 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);

(xiii) any investment agreement with, or the obligations under which are guaranteed by, a financial institution or insurance company or domestic or foreign bank which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in either of the two highest long-term Rating Categories by Moody's and S&P;

(xiv) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (vi) above and which companies have either the highest rating by Moody's and S&P or have an investment advisor registered with the Securities and Exchange Commission with not less than 5 years' experience investing in such securities and obligations and with assets under management in excess of $500,000,000;

(xv) shares in a California common law trust, established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code, which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended from time to time;

(xvi) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to the Senior Indenture;

(xvii) any investment approved by the Board for which confirmation is received from each rating agency then rating any of the Senior Bonds that such investment will not adversely affect such rating agency's rating on such Senior Bonds; and

(xviii) any other investment approved in writing by each Credit Provider then providing a Credit Support Instrument for any Series of Senior Bonds then Outstanding.

"Person" means any natural person, firm, partnership, association, corporation, or public body.

"Pricing Notice" means, with respect to a Series of 2021 Variable Rate Bonds, as applicable, (i) the written notice of an Authorized Representative to the Trustee and the Remarketing Agent delivered in connection with a Conversion of such Series of 2021 Variable Rate Bonds to a Term Rate Period at least two Business Days prior to the applicable Term Rate Conversion Date or that is delivered in connection with a continuation of a Term Rate Period at least two Business Days prior to the effective date of the new Term Rate Period, and (ii) the written notice of an Authorized Representative to the Trustee and the Remarketing Agent delivered in connection with a Conversion of such Series of 2021 Variable Rate Bonds to an Index Rate Period at least five Business Days prior to the applicable Index Rate Conversion Date or that is delivered in connection with a continuation of an Index Rate Period at least five Business Days prior to the effective date of the new Index Rate Period.

"Principal Account" means the account by that name created pursuant to the Senior Indenture.

"Principal Office" means, with respect to the Senior Indenture Trustee, the corporate trust office of the Senior Indenture Trustee at 350 California Street, 17th Floor, San Francisco, California 94104, Attention: Corporate Trust Department, or such other or additional offices as may be designated by the Senior Indenture Trustee from time to time, and means, with respect to a Credit Provider, the office designated as such in writing by such party in a notice delivered to the Senior Indenture Trustee and the Authority.

"Project" means, with respect to a Series of Senior Bonds, that toll bridge program capital improvement or those toll bridge program capital improvements, which are financed or refinanced with the proceeds of such Series of Senior Bonds, as more fully described in the Supplemental Indenture providing for the issuance of such Series of Senior Bonds and the Tax Certificate delivered in connection with such Series of Senior Bonds.

"Purchase Date" means any date on which any Senior Bond is purchased pursuant to the provisions of the Senior Indenture.

"Purchase Price" means, with respect to any Senior Bond tendered or deemed tendered pursuant to the Senior Indenture, an amount equal to 100% of the principal amount of any Senior Bond tendered or deemed tendered to the Senior Indenture Trustee for purchase pursuant to the Senior Indenture, plus, if such Purchase Date is not an Interest Payment Date, accrued interest thereon to but not including the Purchase Date; provided, however, if such Purchase Date occurs before an Interest Payment Date, but after the Record Date applicable to such Interest Payment Date, then the Purchase Price shall not include accrued interest, which shall be paid to the Owner of record as of the applicable Record Date.

"Qualified Swap Agreement" means a contract or agreement, intended to place such Series of Senior Bonds or portion thereof or such applicable investments, as the Authority shall specify in a resolution authorizing the execution of such contract or agreement, on the interest rate, currency, cash flow or other basis desired by the Authority, payments (other than payments of fees and expenses and termination payments which shall in all cases be payable on a subordinate basis) with respect to which the Authority has specified in its authorizing resolution shall be payable from Revenue on a parity with the payment of Senior Bonds, including, without limitation, any interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract, any contract providing for payments based on levels of, or changes in, interest rates, currency exchange rates, stock or other indices, any contract to exchange cash flows or a series of payments, or any contract, including, without limitation, an interest rate floor or cap, or an option, put or call, to hedge payment, currency, rate, spread or similar exposure, between the Authority and a Swap Party, provided that in each case: (i) the notional amount of the Qualified Swap Agreement shall not exceed the principal amount of the related Series of Senior Bonds or portion thereof or the amount of such investments, as applicable; and (ii) the Authority shall have received a Rating Confirmation from each Rating Agency then rating any Series of Senior Bonds with respect to such Qualified Swap Agreement.

"Rail Extension Reserves" means ninety percent (90%) of the twenty-five cent (25¢) toll increase on two-axle vehicles on the San Francisco-Oakland Bay Bridge authorized by Regional Measure 1 which are transferred by the Authority to MTC on an annual basis to be applied by MTC to rail transit capital extension and improvement projects that are designed to reduce vehicular traffic congestion on the San Francisco-Oakland Bay Bridge. Rail Extension Reserves are included within the scope of the Funding Agreement described in Appendix A to the Official Statement under the heading "THE BRIDGE SYSTEM – Payments to MTC."

"Rate" means, with respect to any Senior Bond of a Series, the interest rate applicable to such Senior Bond as provided in the Senior Indenture.

"Rate Index" means the Daily Rate Index, the Weekly Rate Index or both, as the context may require.

"Rate Period" means any Daily Rate Period, Weekly Rate Period, Commercial Paper Rate Period, Term Rate Period, Index Rate Period or Fixed Rate Period.

"Rating Agency" means each of Fitch, Moody's and 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.

"Rating Confirmation" means written evidence from each rating agency then rating any Series of Senior Bonds to the effect that, following the event which requires the Rating Confirmation, the then current rating for such Series of Senior Bonds will not be lowered or withdrawn solely as a result of the occurrence of such event.

"Rebate Fund" means the fund by that name created pursuant to the Senior Indenture.

"Record Date" means, with respect to the 2021 Series F-1 Bonds, the fifteenth (15th) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs, and, with respect to the 2021 Variable Rate Bonds: (a) for any Interest Payment Date in respect of any Daily Rate Period, Weekly Rate Period, Commercial Paper Rate Period or Index Rate Period, the Business Day next preceding such Interest Payment Date; and (b) and for any Interest Payment Date in respect of any Term Rate Period or Fixed Rate Period, the fifteenth (15^{th}) day (whether or not a Business Day) of the month preceding the month in which such Interest Payment Date occurs.

"Redemption Date" means the date fixed for redemption of Senior Bonds of a Series or subseries subject to redemption in any notice of redemption given in accordance with the terms of the Senior Indenture.

"Redemption Fund" means the fund by that name created pursuant to the Senior Indenture.

"Redemption Price" means, with respect to any Senior Bond or a portion thereof, 100% of the principal amount thereof to be redeemed, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Senior Bond or the Senior Indenture (provided that if such Senior Bond is a Senior Bond bearing interest at an Index Rate, the Redemption Price for such Senior Bond is to be determined pursuant to the Senior Indenture).

"Refunding Bond Law" means Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 et seq.).

"Regional Measure 1" means Regional Measure 1 which was approved by voters of the City and County of San Francisco and the counties of Alameda, Contra Costa, Marin, San Mateo, Santa Clara and Solano on November 8, 1988 and which took effect on January 1, 1989.

"Regional Measure 2" means Regional Measure 2 which was approved by voters of the City and County of San Francisco and the counties of Alameda, Contra Costa, Marin, San Mateo, Santa Clara and Solano on March 2, 2004 and which took effect on July 1, 2004.

"Regional Measure 2 Reserves" means an amount of up to thirty eight percent (38%) of the funds generated by Regional Measure 2 which are transferred by the Authority to MTC on an annual basis to be applied by MTC to provide operating assistance for transit purposes pursuant to Section 30914(d) of the Act. Regional Measure 2 Reserves are referred to as "RM2 Operating Transfers" in Appendix A to the Official Statement under the heading "THE BRIDGE SYSTEM – Payments to MTC."

"Remarketing Agent" means the one or more banks, trust companies or members of the Financial Industry Regulatory Authority meeting the qualifications set forth in the Senior Indenture and appointed by an Authorized Representative to serve as Remarketing Agent for any Series of Senior Bonds.

"Remarketing Agreement" means any agreement or agreements entered into by and between the Authority and a Remarketing Agent for any Series of Senior Bonds.

"Representation Letter" means the letter or letters of representation from the Authority to, or other instrument or agreement with, a Securities Depository for Book-Entry Bonds, in which the Authority, among other things, makes certain representations to the Securities Depository with respect to the Book-Entry Bonds, the payment thereof and delivery of notices with respect thereto.

"Reserve Facility" means a surety bond or insurance policy issued to the Senior Indenture Trustee by a company licensed to issue a surety bond or insurance policy guaranteeing the timely payment of the principal of and interest on the Senior Bonds, which company shall be rated in the highest long-term rating category by Moody's and S&P, or a letter of credit issued or confirmed by a state or national bank, or a foreign bank with an agency or branch located in the continental United States, which has outstanding an issue of unsecured long term debt securities rated in at least the second highest long-term rating category by Moody's and S&P, or any combination thereof, deposited with the Senior Indenture Trustee by the Authority to satisfy the Reserve Requirement or a portion thereof.

"Reserve Facility Costs" means amounts owed with respect to repayment of draws on a Reserve Facility, including interest thereon at the rate specified in the agreement pertaining to such Reserve Facility and expenses owed to the Reserve Facility Provider in connection with such Reserve Facility.

"Reserve Facility Provider" means any provider of a Reserve Facility, any successor thereto or any replacement therefor.

"Reserve Fund" means the fund by that name created pursuant to the Senior Indenture.

"Reserve Requirement" means, as of any date of calculation, an amount equal to the lesser of: (i) Maximum Annual Debt Service on all Senior Bonds then Outstanding; and (ii) 125% of average Annual Debt Service on all Senior Bonds then Outstanding; provided that with respect to a Series of variable rate Senior Bonds for which a fixed rate Swap is not in place, the interest rate thereon for purposes of calculating the Reserve Requirement shall be assumed to be equal to the rate published in The Bond Buyer as the "Bond Buyer Revenue Bond Index" by the most recent date preceding the sale of such Series; and provided, further, that with respect to a Series of Senior Bonds, if the Reserve Fund would have to be increased by an amount greater than ten percent (10%) of the stated principal amount of such Series (or, if the Series has more than a de minimis amount of original issue discount or premium, of the issue price of such Senior Bonds) then the Reserve Requirement shall be such lesser amount as is determined by a deposit of such ten percent (10%).

"Revenue" means: (i) Bridge Toll Revenues; (ii) all interest or other income from investment of money in any fund or account of the Authority, including the Operations and Maintenance Fund established pursuant to the Senior Indenture and held by the Authority; (iii) all amounts on deposit in the funds and accounts established pursuant to the Senior Indenture and held by the Senior Indenture Trustee (excluding the Rebate Fund and any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument) and all interest or other income from investment of money in the funds and accounts established pursuant to the Senior Indenture and held by the Senior Indenture Trustee (excluding the Rebate Fund and any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument); and (iv) all Swap Revenues.

"Revenue Bond Law of 1941" means Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 54300), as may be amended from time to time hereafter.

"S&P" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business, 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, the term "S & P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"Securities Depository" means a trust company or other entity which provides a book-entry system for the registration of ownership interests of Participants in securities and which is acting as security depository for Book-Entry Bonds.

"Semi-Annual Interest Payment Date" means April 1 or October 1.

"Senior Bonds" means the bonds or commercial paper identified as the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds authorized by, and at any time Outstanding pursuant to, the Senior Indenture.

"Senior Indenture" or "Master Indenture" means the Master Indenture, dated as of May 1, 2001, between the Authority and the Senior Indenture Trustee, as the same may be amended or supplemented from time to time as permitted thereby.

"Senior Indenture Trustee" means MUFG Union Bank, N.A., as trustee under the Senior Indenture, and its successors and assigns.

"Senior Parity Obligations" means obligations of the Authority, the principal of and interest on which are payable from Revenue on a parity with the payment of the Senior Bonds, including payments due under Credit Support Agreements and Qualified Swap Agreements (excluding fees and expenses and termination payments on Qualified Swap Agreements which shall be payable on a subordinate basis).

"Series" means all Senior Bonds identified in a Supplemental Indenture as a separate Series.

"SIFMA" means the Securities Industry & Financial Markets Association (formerly the Bond Market Association).

"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 SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and effective from such date. If such index is not published or otherwise made available, the Index Rate Index to which the Applicable Spread will be applied, with respect to the 2021 Variable Rate Bonds, shall be 70% of the Treasury Rate.

"Sinking Fund Installment" means, with respect to any Series of Senior Bonds, each amount so designated for the Term Bonds of such Series in the Supplemental Indenture providing for the issuance of such Series of Senior Bonds requiring payments by the Authority to be applied to the retirement of such Series of Senior Bonds on and prior to the stated maturity date thereof.

"Southern Bridge Group" means the Dumbarton Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge.

"State" means the State of California.

"Stepped Rate" means the rate or rates of interest applicable with respect to any Series or subseries of Senior Bonds should insufficient funds be available to purchase such Senior Bonds in connection with a mandatory tender at the end of an Index Rate Period or a Term Rate Period during which such Series or subseries of Senior Bonds is not supported by a Credit Support Instrument or Liquidity Instrument, as specified by the Authority in the Pricing Notice delivered in connection with the Conversion of such Series or subseries of Senior Bonds to a Term Rate Period or an Index Rate Period or with the continuation of a Term Rate Period or Index Rate Period with respect to such Series or subseries of Senior Bonds pursuant to the terms of the Senior Indenture. If no Stepped Rate was specified in the Pricing Notice relating to the expiring Term Rate Period or Index Rate Period for such Series or subseries of Senior Bonds, and upon issuance with respect to the initial Term Rate Period for the 2021 Series A Bonds and the initial Index Rate Period for the 2021 Series B Bonds and 2021 Series C Bonds, the Stepped Rate is to be: (a) for the period from and including the Failed Tender Date to but excluding the ninetieth (90th) day thereafter a per annum interest rate equal to the Stepped Rate Index plus 2.50%; (b) for the period from and including the ninetieth

(90th) day after the Failed Tender Date to but excluding the one hundred eightieth (180th) day after the Failed Tender Date, a per annum interest rate equal to the greater of (i) the Stepped Rate Index plus 5.00% or (ii) 7.50%; and (c) thereafter, the Maximum Interest Rate; provided that the Stepped Rate shall never be less than the rate of interest applicable to such Series or subseries of Senior Bonds on the Business Day prior to the Failed Tender Date. Notwithstanding anything to the contrary, the Stepped Rate is not to exceed twelve percent (12%) per annum.

"Stepped Rate Determination Date" means the applicable Failed Tender Date and, unless otherwise specified in the Supplemental Indenture providing for the issuance of a Series of Senior Bonds, each Wednesday thereafter or, if any such Wednesday is not a Business Day, then the next preceding Business Day, such date being the same day the SIFMA Swap Index is expected to be published or otherwise made available to the Index Agent, and if the SIFMA Swap Index is published on a different day, such day will be the Stepped Rate Determination Date. The Stepped Rate Index so calculated will apply to the Calendar Week from and including the immediately succeeding Thursday, or if calculated on a Thursday, on such Thursday, to and including the following Wednesday or, for the initial period, from the Failed Tender Date to and including the Wednesday following the Failed Tender Date, unless the Failed Tender Date is a Wednesday in which event such rate will be based on the SIFMA Swap Index determined on the prior Wednesday and will only apply on the Failed Tender Date; provided that different Stepped Rate Determination Dates may be specified in the Pricing Notice relating to the establishment of a new Term Rate Period or Index Rate Period for any Series or subseries of Senior Bonds. The Stepped Rate or Rates calculated on any Stepped Rate Determination Date will apply to the Senior Bonds as set forth in the Senior Indenture.

"Stepped Rate Index" means an index specified by the Authority in the Supplemental Indenture providing for the issuance of a Series or subseries of Senior Bonds or the Pricing Notice delivered in connection with the Conversion of such Series or subseries of Senior Bonds to a Term Rate Period or an Index Rate Period or with the continuation of a Term Rate Period or Index Rate Period with respect to such Series or subseries of Senior Bonds pursuant to the terms of the Senior Indenture. If no Stepped Rate Index was specified in the Pricing Notice relating to the expiring Term Rate Period or Index Rate Period for such Series or subseries of Senior Bonds, and upon initial issuance with respect to the initial Term Rate Period for the 2021 Series A Bonds and the initial Index Rate Period for the 2021 Series B Bonds and the 2021 Series C Bonds, the Stepped Rate Index shall be the SIFMA Swap Index.

"Subordinate Obligations" means any obligations of the Authority secured by and payable from Revenue on a basis which is subordinate to the Senior Bonds and Senior Parity Obligations, including, without limitation, fees and expenses and termination payments on Qualified Swap Agreements and payments on Swaps.

"Subordinate Obligations Fund" means the fund by that name created pursuant to the Senior Indenture.

"Subordinated Maintenance Expenditures" means maintenance expenditures payable to Caltrans from Bridge Toll Revenues that are Category A maintenance expenditures within the meaning of Streets and Highways Code section 188.4, including all normal highway maintenance on the Bay Area Bridges that would be performed by the State according to State procedures if the Bay Area Bridges were toll-free state facilities."

"Subsidy Payments" means payments from the United States Treasury to or upon the order of the Authority with respect to the eligible Senior Bonds pursuant to Sections 54AA and 6431 of the Code as a percentage of the interest due thereon on each Interest Payment Date.

"Supplemental Indenture" means any indenture executed and delivered by the Authority and the Senior Indenture Trustee that is stated to be a supplemental indenture to the Master Indenture.

"Swap" means any interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract, any contract providing for payments based on levels of, or changes in, interest rates, currency exchange rates, stock or other indices, any contract to exchange cash flows or a series of payments, or any contract, including, without limitation, an interest rate floor or cap, or an option, put or call, to hedge payment, currency, rate, spread or similar exposure, between the Authority and a Swap Party, which is not a Qualified Swap Agreement.

"Swap Party" means each entity which is a party to either a Qualified Swap Agreement or a Swap entered into with the Authority.

"Swap Revenues" means any amount paid by a Swap Party to the Authority pursuant to any Qualified Swap Agreement or Swap, after any netting of payments required by such Qualified Swap Agreement or Swap, as applicable, and any payments paid to the Authority by a Swap Party as consideration for termination or amendment of a Qualified Swap Agreement or Swap, as applicable.

"Tax Certificate" means the Tax Certificate delivered by the Authority at the time of the issuance of a Series of Senior Bonds the interest on which is intended to be exempt from federal income taxation, as the same may be amended and supplemented in accordance with its terms.

"Tax-Exempt" means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof (other than any holder who is a "substantial user" of facilities financed with such obligations or a "related person" within the meaning of Section 147(a) of the Code) for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

"Tax-Exempt Securities" means bonds, notes or other securities the interest on which is Tax-Exempt.

"Term Bonds" means Senior Bonds of any Series which are payable on or before their specified maturity dates from Sinking Fund Installments established for that purpose in the Supplemental Indenture providing for the issuance of such Series of Senior Bonds, which Sinking Fund Installments are calculated to retire such Senior Bonds on or before their specified maturity dates.

"Term Rate" means the interest rate on any Series of Senior Bonds in the Term Rate Period established from time to time pursuant to the provisions of the Senior Indenture.

"Term Rate Computation Date" means any Business Day during the period from and including the date of receipt of a Conversion Notice relating to a Conversion to a Term Rate for any Series of Senior Bonds to and including the Business Day next preceding the proposed Term Rate Conversion Date.

"Term Rate Continuation Notice" means a written notice of an Authorized Representative delivered by the Authority to establish a new Term Rate Period for any Series of Senior Bonds in the Term Rate, such notice to be delivered to the Senior Indenture Trustee, the Remarketing Agent and the applicable Credit Provider or Liquidity Provider, if any, as specified in the Senior Indenture.

"Term Rate Conversion Date" means: (i) the Conversion Date on which the interest rate on any Series of Senior Bonds shall be converted to a Term Rate; and (ii) the date on which a new Term Rate Period and Term Rate are to be established.

"Term Rate Period" means any period during which any Series of Senior Bonds bear interest at the Term Rate established pursuant to the provisions of the Senior Indenture.

"Termination" (and other forms of "terminate") means, when used with respect to any Credit Support Instrument or Liquidity Instrument, the replacement, removal, surrender or other termination of such Credit Support Instrument or Liquidity Instrument other than an Expiration or an extension or renewal thereof; provided, however, that Termination does not include immediate suspension or termination events.

"Thirtieth Supplemental Indenture" means the Thirtieth Supplemental Indenture, dated as of March 1, 2021, between the Authority and the Senior Indenture Trustee.

"Thirty-First Supplemental Indenture, means the Thirty-First Supplemental Indenture, dated as of March 1, 2021, between the Authority and the Senior Indenture Trustee.

"Toll Coverage Calculation Date" means the date the Authority computes the coverage ratios required to be computed pursuant to the provisions of the Senior Indenture, which date shall be within 10 Business Days of the beginning of each Fiscal Year.

"Traffic Consultant" means any engineer or engineering firm or other consulting firm with requisite expertise appointed by the Authority to prepare estimates of Bridge Toll Revenues. The appointed Person or entity may not be an employee of the Authority or MTC, but may have other contracts with the Authority or MTC or any other Person to provide, directly or indirectly, other services to the Authority or MTC and still be appointed as Traffic Consultant.

"Treasury Rate" means the interest rate applicable to 13-week United States Treasury bills determined by the Index Agent or Remarketing Agent on the basis of the average per annum discount rate at which such 13-week Treasury bills shall have been sold at the most recent Treasury auction.

"Twenty-Eighth Supplemental Indenture" means the Twenty-Eighth Supplemental Indenture, dated as of August 1, 2019, between the Authority and the Senior Indenture Trustee.

"2019 Variable Rate Bonds" means, collectively, the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2019 Series A, 2019 Series B, 2019 Series C, and 2019 Series D (Variable Rate Bonds), authorized by the Senior Indenture.

"2021 Refunded Bonds" means, collectively, the 2021 Series F-1 Refunded Bonds and the 2021 Variable Rate Bonds Refunded Bonds.

"2021 Series A Bonds" means the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series A (Variable Rate Bonds), authorized by the Senior Indenture.

"2021 Series B Bonds" means the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series B (Variable Rate Bonds), authorized by the Senior Indenture.

"2021 Series C Bonds" means the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series C (Variable Rate Bonds), authorized by the Senior Indenture.

“2021 Series F-1 Bonds” means the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series F-1 (Federally Taxable), authorized by the Senior Indenture.

“2021 Series F-1 Bonds Costs of Issuance Fund” means the 2021 Series F-1 Bonds Costs of Issuance Fund established pursuant to the Senior Indenture.

“2021 Series F-1 Refunded Bonds” means, collectively, (i) all or a portion of the Outstanding Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2012 Series F-1 identified in Schedule I attached to the Thirty-First Supplemental Indenture, and (ii) all or a portion of the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2017 Series F-1 identified in Schedule I attached to the Thirty-First Supplemental Indenture.

“2021 Variable Rate Bonds” means, collectively, the 2021 Series A Bonds, the 2021 Series B Bonds, and the 2021 Series C Bonds.

“2021 Variable Rate Bonds Costs of Issuance Fund” means the 2021 Variable Rate Bonds Costs of Issuance Fund established pursuant to the Senior Indenture.

“2021 Variable Rate Bonds Refunded Bonds” means, collectively, (i) all or a portion of the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2014 Series E (Variable Rate Bonds) identified in Schedule I attached to the Thirtieth Supplemental Indenture, (ii) all or a portion of the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2014 Series H (Variable Rate Bonds) identified in Schedule I attached to the Thirtieth Supplemental Indenture, and (iii) all or a portion of the Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2017 Series D (Variable Rate Bonds) identified in Schedule I attached to the Thirtieth Supplemental Indenture.

“Variable Rate” means any of the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Term Rate or the Index Rate.

“Weekly Put Bonds” means any Senior Bond of a Series bearing interest at a Weekly Rate tendered for purchase pursuant to the provisions of the Senior Indenture.

“Weekly Rate” means the interest rate on any Series of Senior Bonds in the Weekly Rate Period established from time to time pursuant to the provisions of the Senior Indenture.

“Weekly Rate Index” means, on any Business Day, the SIFMA Swap Index or, if the SIFMA Swap Index is no longer published, an index or rate agreed upon by the Authority and the Remarketing Agents, but in no event in excess of the Maximum Interest Rate.

“Weekly Rate Period” means each period during which any Series of Senior Bonds bear interest at the Weekly Rate established pursuant to the provisions of the Senior Indenture.

“Written Request of the Authority” means an instrument in writing signed by an Authorized Representative.

THE SENIOR INDENTURE

Statutory Lien, Pledge of State, Pledge of Revenue and Funds and Accounts

Statutory Lien. All Bridge Toll Revenues shall be deposited by the Authority in the Bay Area Toll Account and are subject to a statutory lien created pursuant to Section 30960 of the Act in favor of the

Bondholders to secure all amounts due on the Senior Bonds and in favor of any provider of credit enhancement for the Senior Bonds to secure all amounts due to that provider with respect to those Senior Bonds. Pursuant to Section 30960 of the Act, such lien, subject to expenditures for operation and maintenance of the Bay Area Bridges, including toll collection, unless those expenditures are otherwise provided for by statute as provided in Section 30960(c) of the Act, shall immediately attach to the Bridge Toll Revenues as such Bridge Toll Revenues are received by the Authority and shall be effective, binding, and enforceable against the Authority, its successors, creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act, and the Bridge Toll Revenues shall remain subject to such statutory lien until all Senior Bonds are paid in full or provision made therefor, and the Bay Area Bridges shall not become toll-free prior to that time.

Pledge of State. Pursuant to Section 30963 of the Act, the State pledges and agrees with the Holders of the Senior Bonds and those parties who may enter into contracts with the Authority pursuant to the Act that the State will not limit, alter, or restrict the rights vested by the Act in the Authority to finance the toll bridge improvements authorized by the Act and agrees not to impair the terms of any agreements made with the Holders of the Senior Bonds and the parties who may enter into contracts with the Authority pursuant to the Act and pledges and agrees not to impair the rights or remedies of the Holders of Senior Bonds or any such parties until the Senior Bonds, together with interest, are fully paid and discharged and any contracts are fully performed on the part of the Authority.

Pledge of Revenue and Certain Funds and Accounts. All Revenue and all amounts (including the proceeds of Senior Bonds) held by the Senior Indenture Trustee in each fund and account established under the Senior Indenture (except for amounts on deposit in the Rebate Fund and amounts on deposit in any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument) are pledged to secure the punctual payment of the principal of and interest on the Senior Bonds, Senior Parity Obligations and Reserve Facility Costs, subject only to the provisions of the Senior Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. Said pledge constitutes a first lien on such amounts, is valid and binding from and after the issuance of the Initial Senior Bonds, without any physical delivery or further act and will be irrevocable until all Senior Bonds, Senior Parity Obligations and Reserve Facility Costs are no longer outstanding.

Conversion of Interest Rate Determination Method.

Conversion Notice and Pricing Notice

Each Conversion Notice must specify: (1) the proposed Conversion Date; (2) the new Interest Rate Determination Method to take effect; (3) whether the Credit Support Instrument or Liquidity Instrument then in effect, if any, will remain in effect and, if applicable, the terms upon which the Owners of such Series of Senior Bonds shall have the option to tender such Series of Senior Bonds for purchase during the new Interest Rate Determination Method; (4) if a new Credit Support Instrument or Liquidity Instrument will be in effect after the proposed Conversion Date, the form and terms of such Credit Support Instrument or Liquidity Instrument for such Series of Senior Bonds; and (5) if the Conversion is to the Fixed Rate, the redemption dates and redemption prices applicable to such Fixed Rate Period.

Each Pricing Notice delivered in connection with a Conversion to or continuation of a Term Rate must specify: (1) the duration of the Term Rate Period, (2) the optional redemption provisions applicable to such Series of Senior Bonds during such Term Rate Period, if any, and (3) the Stepped Rate to be applicable to such Series of Senior Bonds should insufficient funds be available to purchase such bonds at the end of such Term Rate Period.

Each Pricing Notice delivered in connection with a Conversion to or continuation of an Index Rate must specify: (1) the duration of the Index Rate Period, (2) the optional redemption provisions applicable to such Series of Senior Bonds during such Index Rate Period, if any, (3) the Stepped Rate to be applicable to such Series of Senior Bonds should insufficient funds be available to purchase such bonds at the end of such Index Rate Period, (4) the proposed next Purchase Date, if any, (5) the Index Rate Index, if other than the SIFMA Swap Index, (6) the frequency with which the Index Rate shall be recalculated, (7) the proposed Interest Payment Dates applicable to such Series of Senior Bonds while bearing interest in an Index Rate Period, and (8) alternative Index Rate Determination Dates and Stepped Rate Determination Dates, if any.

Notice to Owners. Upon receipt of a Conversion Notice from an Authorized Representative, as soon as possible, but in any event not less than 30 days prior to the proposed Conversion Date, the Senior Indenture Trustee is to give notice by first-class mail to the affected Owners of the Series of Senior Bonds to be converted, which notice is to state in substance:

(A) that the Interest Rate Determination Method for the applicable Series of Senior Bonds is to be converted to the specified Variable Rate or the Fixed Rate, as the case may be, on the applicable Conversion Date if the conditions specified in the Senior Indenture (and generally described in such notice) are satisfied on or before such date;

(B) the applicable Conversion Date;

(C) that the Authority has delivered to the Senior Indenture Trustee the form of Opinion of Bond Counsel proposed to be delivered to the Senior Indenture Trustee in connection with the Conversion;

(D) that the Interest Rate Determination Method for such Series of Senior Bonds will not be converted unless the Opinion of Bond Counsel referred to above is delivered to the Senior Indenture Trustee on (and as of) the Conversion Date and all such Senior Bonds are successfully purchased and remarketed in the new Interest Rate Determination Method on the Conversion Date;

(E) the CUSIP numbers or other identification information of such Senior Bonds;

(F) that all such Senior Bonds are subject to mandatory tender for purchase on the Conversion Date at the Purchase Price whether or not the proposed Conversion becomes effective on such date, unless converting from an Index Rate Period or a Term Rate Period not supported by a Credit Support Instrument or Liquidity Instrument and the proposed Conversion does not occur, in which case the Senior Bonds subject to mandatory tender will be purchased only upon a successful remarketing at the new Index Rate or Term Rate;

(G) that, to the extent that there is to be on deposit with the Senior Indenture Trustee on the applicable Conversion Date an amount of money sufficient to pay the Purchase Price thereof, all such Series of Senior Bonds to be converted on the Conversion Date not delivered to the Senior Indenture Trustee on or prior to the Conversion Date are to be deemed to have been properly tendered for purchase and are to cease to constitute or represent a right on behalf of the Owner thereof to the payment of principal thereof or interest thereon and are to represent and constitute only the right to payment of the Purchase Price on deposit with the Senior Indenture Trustee, without interest accruing thereon after the Conversion Date; and

(H) such additional matters as are required by the Senior Indenture, if applicable.

Notice Failure No Bar. Failure of an Owner of a Senior Bond being converted to a new Interest Rate Determination Method to receive the notice of Conversion described above, or any defect therein, is not to affect the validity of any Rate or any continuation of or change in the Interest Rate Determination

Method for any such Senior Bonds or extend the period for tendering any of such Senior Bonds for purchase, and the Senior Indenture Trustee is not to be liable to any Owner of such a Senior Bond by reason of the failure of such Owner to receive such notice or any defect therein.

Rescission of Election. The Authority may rescind any Conversion Notice with respect to a Series of Senior Bonds prior to the proposed Conversion Date set forth in the Conversion Notice by giving written notice thereof to the Senior Indenture Trustee, the Credit Provider or Liquidity Provider for the applicable Series of Senior Bonds and the applicable Remarketing Agent on or prior to such proposed Conversion Date. If the Senior Indenture Trustee receives notice of such rescission prior to the time the Senior Indenture Trustee has given notice of the Conversion to the Owners of the affected Series of Senior Bonds, then the Conversion Notice previously delivered by the Authority is to be of no force and effect. If the Senior Indenture Trustee receives notice from the Authority of rescission of the Conversion Notice after the Senior Indenture Trustee has given notice of the Conversion to the Owners of the affected Series of Senior Bonds, then such Series of Senior Bonds are to continue to be subject to mandatory tender for purchase on the Conversion Date specified in the Conversion Notice (unless such Senior Bonds are in an Index Rate Period or in a Term Rate Period not supported by a Credit Support Instrument or Liquidity Instrument prior to such proposed Conversion Date, in which case there will be no purchase or Conversion) and the Rate Period for such Series of Senior Bonds is to automatically adjust to, or continue as, a Weekly Rate Period on the Conversion Date specified in the Conversion Notice.

Limitations. Any Conversion must comply with the following:

(A) the Conversion Date must be a date on which such Series of Senior Bonds are subject to mandatory tender;

(B) the Conversion Date must be a Business Day, and if the Conversion is from the Commercial paper Rate, must be a date determined in accordance with the Senior Indenture;

(C) (i) with respect to the 2021 Variable Rate Bonds and the Thirtieth Supplemental Indenture, the Credit Support Instrument for such 2021 Variable Rate Bonds after a Conversion to a Variable Rate must cover (except for conversion to an Index Rate Period or a Term Rate Period) principal plus accrued interest (computed at the Maximum Interest Rate then in effect on the basis of a 365-day year and actual days elapsed or a 360 day year of twelve 30-day months, as applicable) for the maximum number of days between Interest Payment Dates permitted under that Interest Rate Determination Method, plus such additional number of days, if any, as shall be required by each Rating Agency then rating such 2021 Variable Rate Bonds; and (ii) with respect to any other Series of Senior Bonds, the Liquidity Instrument for such Senior Bonds after a Conversion to a Variable Rate must cover (except for conversion to an Index Rate Period or a Term Rate Period) principal plus accrued interest (computed at the Maximum Interest Rate then in effect on the basis of a 365-day year and actual days elapsed or a 360 day year of twelve 30-day months, as applicable) for the maximum number of days between Interest Payment Dates permitted under that Interest Rate Determination Method, plus such additional number of days, if any, as shall be required by each Rating Agency then rating such Series of Senior Bonds; provided that if the number of days of interest coverage provided by the applicable Liquidity Instrument is being changed from the number of days previously in place, the Senior Indenture Trustee shall have also received a Rating Confirmation from each of the Rating Agencies then rating such Senior Bonds;

(D) no Conversion shall become effective unless the Opinion of Bond Counsel is delivered on (and as of) the Conversion Date and all affected Outstanding Senior Bonds are successfully purchased or deemed purchased and remarketed in the new Interest Rate Determination Method on the Conversion Date; and

(E) upon Conversion of any Series or subseries of Senior Bonds to a Fixed Rate Period, an Index Rate Period or a Term Rate Period, an Authorized Representative may provide in the Conversion Notice to the applicable Credit Provider a request for termination of the Credit Support Instrument with respect to such Senior Bonds to be effective upon such Conversion to a Fixed Rate Period, an Index Rate Period or a Term Rate Period.

No Conversion During Continuance of Event of Default. No Conversion is to occur if at the time of such Conversion an Event of Default shall have occurred and be continuing.

Conversion of Credit Provider Bonds. Notwithstanding anything to the contrary contained in the Senior Indenture, if all of the Outstanding Senior Bonds of any Series or subseries are Credit Provider Bonds, such Senior Bonds may be converted to a Fixed Rate on such Conversion Date as shall be acceptable to the applicable Credit Provider or Liquidity Provider, the Senior Indenture Trustee, the Remarketing Agent and the Authority, provided that on such Conversion Date the Authority is to deliver to the Senior Indenture Trustee an Opinion of Bond Counsel stating that the Conversion is authorized and permitted under the Senior Indenture and will not, in and of itself, adversely affect the Tax-Exempt status of the interest on any Senior Bonds of such Series or subseries.

Mechanics of Optional and Mandatory Tenders

Purchase of Senior Bonds of a Series

Delivery of a Senior Bond to the Senior Indenture Trustee in connection with any optional or mandatory tender for purchase pursuant to the Senior Indenture is to be effected by the making of, or the irrevocable authorization to make, appropriate entries on the books of the Securities Depository for such Senior Bond or any Participant of such Securities Depository to reflect the transfer of the beneficial ownership interest in such Senior Bond to the account of the Senior Indenture Trustee, the account of the applicable Credit Provider or Liquidity Provider, or to the account of a Participant of such Securities Depository acting on behalf of the Senior Indenture Trustee.

If moneys sufficient to pay the Purchase Price of Senior Bonds to be purchased pursuant to the Senior Indenture are held by the Senior Indenture Trustee on the applicable Purchase Date, such Senior Bonds are to be deemed to have been purchased for all purposes of the Senior Indenture, irrespective of whether or not such Senior Bonds have been delivered to the Senior Indenture Trustee or transferred on the books of a Participant of the Securities Depository for such Senior Bonds, and neither the former Owner or Beneficial Owner of such Senior Bonds nor any other person will have any claim thereon, under the Senior Indenture or otherwise, for any amount other than the Purchase Price thereof.

In the event of non-delivery of any Senior Bond to be purchased pursuant to the Senior Indenture, the Senior Indenture Trustee is to segregate and hold uninvested the moneys for the Purchase Price of such Senior Bond in trust, without liability for interest thereon, for the benefit of the former Owners or Beneficial Owners of such Senior Bond, who will, except as provided in the following sentence, thereafter be restricted exclusively to such moneys for the satisfaction of any claim for the Purchase Price of such Senior Bond. Any moneys that the Senior Indenture Trustee segregates and holds in trust for the payment of the Purchase Price of any Senior Bond and remaining unclaimed for two years after the date of purchase is to be paid automatically to the Authority. After the payment of such unclaimed moneys to the Authority, the former Owner or Beneficial Owner of such Senior Bond is to look only to the Authority for the payment thereof.

Remarketing of Tendered Senior Bonds.

Daily Put Bonds. Not later than 11:15 a.m. (New York City time) on each Business Day on which the Senior Indenture Trustee receives a notice from an Owner or Beneficial Owner of a Senior Bond bearing interest at a Daily Rate to be tendered pursuant to the provisions of the Senior Indenture permitting the Owner to tender such Senior Bond (the "Daily Put Bonds"), the Senior Indenture Trustee is to give notice by Electronic means to the Remarketing Agent and the Authority, specifying the principal amount of Senior Bonds for which it has received such notice and the names of the Owner or Owners thereof. The Remarketing Agent will thereupon offer for sale and use its best efforts to find purchasers for such Daily Put Bonds, other than Credit Provider Bonds, which are to be remarketed pursuant to the Senior Indenture.

Not later than 11:30 a.m. (New York City time) on the Purchase Date described in the immediately preceding paragraph, the Senior Indenture Trustee is to give notice by Electronic means to the Remarketing Agent and the Authority of the accrued amount of interest payable with respect to the Daily Put Bonds, as of such Purchase Date and confirming the aggregate principal amount of the Daily Put Bonds.

Not later than 12:00 noon (New York City time) on any Purchase Date for Daily Put Bonds, the Remarketing Agent is to give notice by Electronic means to the Authority and the Senior Indenture Trustee of the principal amount of any Daily Put Bonds, that have not been remarketed in accordance with the applicable Remarketing Agreement and its commitment to deliver funds from the Daily Put Bonds that have been remarketed to the Senior Indenture Trustee by 12:15 p.m. (New York City time) on such day pursuant to the Senior Indenture.

If a Remarketing Agent's notice pursuant to the immediately preceding paragraph indicates that such Remarketing Agent has on hand less remarketing proceeds than are needed to purchase all the Daily Put Bonds to be purchased on any Purchase Date or if the Senior Indenture Trustee does not receive a notice from the Remarketing Agent pursuant to the immediately preceding paragraph, the Senior Indenture Trustee is to demand payment under the applicable Credit Support Instrument or Liquidity Instrument then in effect with respect to the Tendered Bonds by 12:30 p.m. (New York City time) on such Purchase Date so as to provide by 3:00 p.m. (New York City time) on such Purchase Date an amount sufficient, together with the remarketing proceeds to be available for such purchase, calculated solely on the basis of the notice given by the Remarketing Agent pursuant to the paragraph above, to pay the Purchase Price of the Daily Put Bonds. The Senior Indenture Trustee, immediately after such demand for payment, is to give notice by Electronic means to the Authority of the amount, if any, of such demand.

Weekly Put Bonds. Not later than 10:30 a.m. (New York City time) on each Business Day succeeding a day on which the Senior Indenture Trustee receives a notice from an Owner or Beneficial Owner of Senior Bonds bearing interest at a Weekly Rate to be tendered pursuant to the provisions of the Senior Indenture permitting the Owner to tender such Senior Bond (the "Weekly Put Bonds"), the Senior Indenture Trustee is to give notice by Electronic means to the Remarketing Agent and the Authority specifying the principal amount of Senior Bonds for which it has received such notice, the names of the Owner or Owners thereof and the Purchase Date. The Remarketing Agent is to thereupon offer for sale and use its best efforts to find purchasers for such Weekly Put Bonds, other than Credit Provider Bonds, which are to be remarketed pursuant to the Senior Indenture.

Not later than 11:00 a.m. (New York City time) on the Business Day immediately preceding the Purchase Date described in the immediately preceding paragraph, the Senior Indenture Trustee is to give notice by Electronic means to the Remarketing Agent and the Authority of the accrued amount of interest payable with respect to the Weekly Put Bonds as of such Purchase Date and confirming the aggregate principal amount of the Weekly Put Bonds.

Not later than 11:30 a.m. (New York City time) on any Purchase Date for Weekly Put Bonds, the Remarketing Agent is to give notice by Electronic means to the Authority and the Senior Indenture Trustee of the principal amount of Weekly Put Bonds that have not been remarketed in accordance with the applicable Remarketing Agreement and its commitment to deliver funds from the Weekly Put Bonds that have been remarketed to the Senior Indenture Trustee by 12:15 p.m. (New York City time) on the Purchase Date pursuant to the Senior Indenture.

If a Remarketing Agent's notice pursuant to the immediately preceding paragraph indicates that such Remarketing Agent has on hand less remarketing proceeds than are needed to purchase all the Weekly Put Bonds to be purchased on any Purchase Date or if the Senior Indenture Trustee does not receive a notice from the Remarketing Agent pursuant to the immediately preceding paragraph, the Senior Indenture Trustee is to demand payment under the applicable Credit Support Instrument or Liquidity Instrument then in effect with respect to the Weekly Put Bonds by 12:30 p.m. (New York City time) on such Purchase Date so as to provide by 3:00 p.m. (New York City time) on such Purchase Date an amount sufficient, together with the remarketing proceeds to be available for such purchase, calculated solely on the basis of the notice given by the Remarketing Agent pursuant to the immediately preceding paragraph, to pay the Purchase Price of the Weekly Put Bonds. The Senior Indenture Trustee, immediately after such demand for payment, is to give notice by Electronic means to the Authority of the amount, if any, of such demand.

Mandatory Tender Bonds. Not later than 9:30 a.m. (New York City time) on each Purchase Date occurring pursuant to the Senior Indenture, the Senior Indenture Trustee is to give notice by Electronic means to the Remarketing Agent and the Authority specifying the principal amount of all Outstanding Senior Bonds that are subject to mandatory tender on such Purchase Date pursuant to the Senior Indenture (the "Mandatory Tender Bonds") and the names of the registered Owner or Owners thereof. The Remarketing Agent thereupon is to offer for sale and use its best efforts to find purchasers for such Mandatory Tender Bonds (if there is still an obligation to remarket), other than Credit Provider Bonds, which are to be remarketed pursuant to the appropriate provisions of the Senior Indenture.

Not later than 10:00 a.m. (New York City time) on each Purchase Date described in the paragraph above, the Senior Indenture Trustee is to give notice to the Remarketing Agent and the Authority of the accrued amount of interest payable with respect to the Mandatory Tender Bonds as of the Purchase Date and confirming the aggregate principal amount of the Mandatory Tender Bonds.

Not later than 11:30 a.m. (New York City time) on any Purchase Date with respect to Mandatory Tender Bonds, the Remarketing Agent is to give notice by Electronic means to the Senior Indenture Trustee and the Authority of the principal amount of Mandatory Tender Bonds that have not been remarketed in accordance with the Remarketing Agreement and its written commitment to deliver funds from the Mandatory Tender Bonds that have been remarketed to the Senior Indenture Trustee by 12:15 p.m. (New York City time) on the Purchase Date pursuant to the Senior Indenture.

If a Remarketing Agent's notice pursuant to the immediately preceding paragraph indicates that such Remarketing Agent has on hand less remarketing proceeds than are needed to purchase all the Mandatory Tender Bonds to be purchased on such Purchase Date or if the Senior Indenture Trustee does not receive a notice from the Remarketing Agent pursuant to the immediately preceding paragraph, the Senior Indenture Trustee is to demand payment under the applicable Credit Support Instrument or Liquidity Instrument then in effect with respect to the Mandatory Tender Bonds by 12:30 p.m. (New York City time) on such Purchase Date so as to provide by 3:00 p.m. (New York City time) on such Purchase Date an amount sufficient, together with the remarketing proceeds to be available for such purchase, calculated solely on the basis of the notice given by the Remarketing Agent pursuant to the paragraph above, to pay the Purchase Price of the Mandatory Tender Bonds. The Senior Indenture Trustee, immediately after such demand for payment, is to give notice to the Authority of the amount, if any, of such demand.

Optional Authority Deposit. If a Remarketing Agent's notice to the Senior Indenture Trustee and the Authority pursuant to the provisions summarized above indicates that such Remarketing Agent has remarketed less than all the Daily Put Bonds, Weekly Put Bonds, or Mandatory Tender Bonds to be purchased on any Purchase Date and the Senior Indenture Trustee does not receive sufficient funds from, or has received notice from a Credit Provider or Liquidity Provider that it will not provide sufficient funds from, draws on the applicable Credit Support Instrument or Liquidity Instrument to pay the Purchase Price of all such Senior Bonds that have not been remarketed by 12:15 p.m. (New York City time) on the Purchase Date, the Senior Indenture Trustee immediately (but in no event later than 2:30 p.m. (New York City time)) is to give notice by Electronic means to the Authority specifying the principal amount and the Purchase Price of such Senior Bonds for which moneys will not be available in the applicable Bond Purchase Fund and requesting the Authority to deposit with the Senior Indenture Trustee as soon as possible on such Purchase Date, preferably by 3:00 p.m. (New York City time), an amount sufficient to pay that portion of the Purchase Price for which moneys will not be available in the applicable Bond Purchase Fund, such notice to be confirmed immediately by Electronic means to the Authority. Such deposit by the Authority is to be at the option of the Authority.

Limitation. The Remarketing Agent is to remarket the Senior Bonds, as provided therein, at not less than the Purchase Price thereof, except for Credit Provider Bonds, which are to be remarketed pursuant to the appropriate provisions of the Senior Indenture.

Deposits into Accounts in the Bond Purchase Fund. The terms of any sale by a Remarketing Agent of any Senior Bond tendered or deemed tendered for purchase pursuant to the Senior Indenture are to provide for the payment of the Purchase Price for such tendered or deemed tendered Senior Bond by such Remarketing Agent to the Senior Indenture Trustee for deposit in the applicable Remarketing Account of the applicable Bond Purchase Fund in immediately available funds at or before 12:15 p.m. (New York City time) on the Purchase Date. The Remarketing Agent is to cause to be paid to the Senior Indenture Trustee on each Purchase Date for tendered or deemed tendered Senior Bonds all amounts representing proceeds of the remarketing of such Senior Bonds, based upon the notice given by the Remarketing Agent pursuant to the Senior Indenture. All such amounts are to be deposited in the applicable Remarketing Account. The Senior Indenture Trustee is to deposit in the applicable Credit Support Instrument Purchase Account or Liquidity Instrument Purchase Account all amounts received under a Credit Support Instrument or Liquidity Instrument pursuant to the Senior Indenture. Upon receipt of any notice from the Senior Indenture Trustee that insufficient funds are on deposit in the applicable Bond Purchase Fund to pay the full Purchase Price of all Senior Bonds to be purchased on a Purchase Date, the Authority, at its option, is to deliver or cause to be delivered to the Senior Indenture Trustee immediately available funds in an amount equal to such deficiency prior to 3:00 p.m. (New York City time) on the Purchase Date. All such funds are to be deposited in the applicable Authority Account. The Senior Indenture Trustee is to hold amounts in the applicable Bond Purchase Fund uninvested.

Disbursements from the Bond Purchase Fund.

Application of Moneys. Moneys in the applicable Bond Purchase Fund (other than the proceeds of any remarketing of Credit Provider Bonds, which are to be paid to the applicable Credit Provider or Liquidity Provider on the remarketing date) are to be applied at or before 3:00 p.m. (New York City time) to the purchase of the applicable Senior Bonds as provided therein by the Senior Indenture Trustee, on each Purchase Date, as follows:

First – Moneys constituting funds in the applicable Remarketing Account are to be used by the Senior Indenture Trustee on any Purchase Date to purchase the applicable Senior Bonds tendered or deemed tendered for purchase at the Purchase Price.

Second – In the event such moneys in the applicable Remarketing Account on any Purchase Date are insufficient to purchase all applicable Senior Bonds tendered or deemed tendered for purchase pursuant to the Senior Indenture on such Purchase Date, moneys in the applicable Credit Support Instrument Purchase Account or Liquidity Instrument Purchase Account on such Purchase Date are to be used by the Senior Indenture Trustee at that time to purchase such remaining Senior Bonds at the Purchase Price thereof.

Third – If the amount of money in any applicable Remarketing Account and applicable Credit Support Instrument Purchase Account or Liquidity Instrument Purchase Account, if applicable, on any Purchase Date is insufficient to pay in full the Purchase Price of all applicable Senior Bonds tendered or deemed tendered for purchase pursuant to the Senior Indenture on such Purchase Date, moneys in the applicable Authority Account on such Purchase Date, if any, are to be used by the Senior Indenture Trustee at that time to purchase such remaining Senior Bonds at the Purchase Price thereof.

The Senior Bonds tendered or deemed tendered for purchase pursuant to the Senior Indenture are Book-Entry Bonds, payment of the Purchase Price of such Senior Bonds will be made in accordance with the rules and procedures of the applicable Securities Depository.

Insufficient Funds; Stepped Rate. The Senior Indenture provides that except with respect to any Series of Senior Bonds bearing interest in an Index Rate Period or a Term Rate Period and not supported by a Credit Support Instrument or Liquidity Instrument, if sufficient funds are not available for the purchase of all Senior Bonds of a Series or subseries tendered or deemed tendered and required to be purchased on any Purchase Date, all Senior Bonds of such Series or subseries are to bear interest at the lesser of the SIFMA Swap Index plus three percent and the Maximum Interest Rate from the date of such failed purchase until all such Senior Bonds are purchased as required in accordance with the Senior Indenture, and all tendered Senior Bonds of such Series or subseries are to be returned to their respective Owners. Notwithstanding any other provision of the Senior Indenture, such failed purchase and return does not constitute an Event of Default. Thereafter, the Senior Indenture Trustee is to continue to take all such action available to it to obtain remarketing proceeds from the Remarketing Agent and sufficient other funds from the Credit Provider for such Senior Bonds, if any. In addition, the Remarketing Agent shall remain obligated to remarket such Series or subseries of Senior Bonds and such Series or subseries of Senior Bonds shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in the Senior Indenture.

For any Series or subseries of Senior Bonds bearing interest in an Index Rate Period or a Term Rate Period and not supported by a Credit Support Instrument or Liquidity Instrument, the Senior Indenture provides that if sufficient funds are not available for the purchase of all Bonds of such Series or subseries of Senior Bonds tendered or deemed tendered and required to be purchased on the Purchase Date following the end of the applicable Index Rate Period or Term Rate Period, all Senior Bonds of such Series or subseries are to automatically convert to a Weekly Rate Period and bear interest at a rate of interest equal to the Stepped Rate from the Failed Tender Date until all such Senior Bonds are purchased as required in accordance with the Senior Indenture, and all tendered Senior Bonds of such Series or subseries are to be returned to their respective Owners. Notwithstanding anything to the contrary in the Senior Indenture, such Senior Bonds bearing interest in a Weekly Rate Period at the Stepped Rate are not to be subject to optional tender pursuant to the Senior Indenture. No Opinion of Bond Counsel is to be required in connection with this automatic adjustment to a Weekly Rate Period. Notwithstanding any other provision of the Senior Indenture, such failed purchase and return shall not constitute an Event of Default. In addition, the Remarketing Agent is to remain obligated to remarket such Series or subseries of Senior Bonds bearing interest at a Stepped Rate and such Series of Senior Bonds are to remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in the Senior Indenture.

Delivery of Remarketed Bonds. Transfer of ownership of the remarketed Senior Bonds is to be effected in accordance with the procedures of the applicable Securities Depository against delivery of funds for deposit into the applicable Remarketing Account of the applicable Bond Purchase Fund equal to the Purchase Price of the Senior Bonds that have been remarketed.

Any Senior Bonds purchased with funds in the applicable Credit Support Instrument Purchase Account or Liquidity Instrument Purchase Account of the applicable Bond Purchase Fund are to be delivered and held in accordance with the Senior Indenture. Any Senior Bonds purchased with funds in the applicable Authority Account of the applicable Bond Purchase Fund are to be delivered and held in accordance with the instructions of the Authority furnished to the Senior Indenture Trustee. Such Senior Bonds are to be held available for registration of transfer and delivery by the Senior Indenture Trustee in such manner as may be agreed between the Senior Indenture Trustee and the applicable Credit Provider, Liquidity Provider or the Authority, as the case may be.

Credit Support Instruments; Liquidity Instruments

2021 Variable Rate Bonds and Thirtieth Supplemental Indenture; 2019 Variable Rate Bonds and Twenty-Eighth Supplemental Indenture. With respect to the 2019 Variable Rate Bonds bearing interest at a Weekly Rate or a Daily Rate issued pursuant to the Twenty-Eighth Supplemental Indenture, the Authority is to provide, or cause to be provided, to the Senior Indenture Trustee a Credit Support Instrument for each Series of 2019 Variable Rate Bonds. Unless all the outstanding bonds of any Series of the 2021 Variable Rate Bonds are Credit Provider Bonds or bear interest as a Fixed Rate, a Term Rate not intended to be supported by a Credit Support Instrument or an Index Rate, the Authority is to provide, or cause to be provided, to the Senior Indenture Trustee a Credit Support Instrument for each Series of 2021 Variable Rate Bonds. The Authority may not reduce the amount of the Credit Support Instrument or permit a substitution of a Credit Provider thereunder without obtaining a Rating Confirmation with respect to such action unless such action is considered a substitution of the Credit Support Instrument subjecting the 2021 Variable Rate Bonds or 2019 Variable Rate Bonds affected thereby to mandatory purchase pursuant to the Senior Indenture. The Authority has the right at any time to provide a substitute Credit Support Instrument for any Credit Support Instrument then in effect. If there have been delivered to the Senior Indenture Trustee (i) a substitute Credit Support Instrument meeting the requirements of the Senior Indenture and (ii) the opinions and documents required by the Senior Indenture, then the Senior Indenture Trustee is to accept such substitute Credit Support Instrument and, if so directed by the Authority, on or after the effective date of such substitute Credit Support Instrument promptly surrender the Credit Support Instrument being so substituted in accordance with the respective terms thereof for cancellation; provided the Senior Indenture Trustee will not surrender any Credit Support Instrument until all draws or requests to purchase the 2021 Variable Rate Bonds made under such Credit Support Instrument have been honored in accordance with the terms thereof, including all draws required to be made in connection with such substitution. In the event that the Authority elects to provide a substitute Credit Support Instrument, the affected 2021 Variable Rate Bonds or 2019 Variable Rate Bonds are to be subject to mandatory tender.

In the event that a Credit Support Instrument is in effect, the Senior Indenture Trustee is to make a demand for payment under such Credit Support Instrument, subject to and in accordance with its terms, in order to receive payment thereunder on each Purchase Date.

Any 2021 Variable Rate Bonds or 2019 Variable Rate Bonds purchased with payments made under a Credit Support Instrument will constitute Credit Provider Bonds and are to be registered in the name of, or as otherwise directed by, the applicable Credit Provider and delivered to or upon the order of, or as otherwise directed by, such Credit Provider.

Unless otherwise provided in the Credit Support Instrument, Credit Provider Bonds are to be remarketed by the applicable Remarketing Agent prior to any other 2021 Variable Rate Bonds or 2019 Variable Rate Bonds of such Series or subseries tendered for purchase pursuant to the Senior Indenture and are to be remarketed in accordance with the terms of the applicable Remarketing Agreement. Upon (i) receipt by the Authority and the Senior Indenture Trustee of written notification from a Credit Provider that a Credit Support Instrument has been fully reinstated with respect to principal and interest and (ii) release by the applicable Credit Provider of any Credit Provider Bonds that the Remarketing Agent has remarketed, such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds are to be made available to the purchasers thereof and no longer constitute Credit Provider Bonds for purposes of the Senior Indenture. The proceeds of any remarketing of Credit Provider Bonds are to be paid to the applicable Credit Provider by the Senior Indenture Trustee on such remarketing date in immediately available funds with interest on the sale price being calculated as if such Senior Bond were not a Credit Provider Bond; provided, however, if all such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds are Credit Provider Bonds, at par plus accrued interest, and the remarketing date is to be considered an Interest Payment Date.

All Other Senior Bonds. With respect to all other Senior Bonds bearing interest at a Weekly Rate or a Daily Rate, the Authority is to provide, or cause to be provided, to the Senior Indenture Trustee a Liquidity Instrument for each Series of Senior Bonds. The Authority may not reduce the amount of the Liquidity Instrument or permit a substitution of a Liquidity Provider thereunder without obtaining a Rating Confirmation with respect to such action unless such action is considered a substitution of the Liquidity Instrument subjecting the Senior Bonds affected thereby to mandatory purchase pursuant to the Senior Indenture. The Authority has the right at any time to provide a substitute Liquidity Instrument for any Liquidity Instrument then in effect. If there have been delivered to the Senior Indenture Trustee (i) a substitute Liquidity Instrument meeting the requirements of the Senior Indenture and (ii) the opinions and documents required by the Senior Indenture, then the Senior Indenture Trustee is to accept such substitute Liquidity Instrument and, if so directed by the Authority, on or after the effective date of such substitute Liquidity Instrument, promptly surrender the Liquidity Instrument being so substituted in accordance with the respective terms thereof for cancellation; provided the Senior Indenture Trustee will not surrender any Liquidity Instrument until all draws or requests to purchase Senior Bonds made under such Liquidity Instrument have been honored in accordance with the terms thereof, including all draws required to be made in connection with such substitution. In the event that the Authority elects to provide a substitute Liquidity Instrument, the affected Senior Bonds are to be subject to mandatory tender unless a Rating Confirmation is received with respect to such substitution as provided in the Senior Indenture. Notwithstanding the foregoing, any Liquidity Instrument that is a direct pay Letter of Credit will only be substituted upon a mandatory tender of the Series of Bonds secured thereby.

In the event that a Liquidity Instrument is in effect, the Senior Indenture Trustee is to make a demand for payment under such Liquidity Instrument, subject to and in accordance with its terms, in order to receive payment thereunder on each Purchase Date.

Any Senior Bonds purchased with payments made under a Liquidity Instrument will constitute Credit Provider Bonds and are to be registered in the name of, or as otherwise directed by, the applicable Liquidity Provider and delivered to or upon the order of, or as otherwise directed by, such Liquidity Provider.

Unless otherwise provided in the Liquidity Instrument, Credit Provider Bonds are to be remarketed by the applicable Remarketing Agent prior to any other Senior Bonds of such Series or subseries tendered for purchase pursuant to the Senior Indenture and are to be remarketed in accordance with the terms of the applicable Remarketing Agreement. Upon (i) receipt by the Authority and the Senior Indenture Trustee of written notification from a Liquidity Provider that a Liquidity Instrument has been fully reinstated with respect to principal and interest and (ii) release by the applicable Liquidity Provider of any Credit Provider

Bonds that the Remarketing Agent has remarketed, such Senior Bonds are to be made available to the purchasers thereof and no longer constitute Credit Provider Bonds for purposes of the Senior Indenture. The proceeds of any remarketing of Credit Provider Bonds are to be paid to the applicable Liquidity Provider by the Senior Indenture Trustee on such remarketing date in immediately available funds with interest on the sale price being calculated as if such Senior Bond were not a Credit Provider Bond; provided, however, if all such Senior Bonds are Credit Provider Bonds, at par plus accrued interest, and the remarketing date is to be considered an Interest Payment Date.

Substitute Credit Support Instruments and Liquidity Instruments

2021 Variable Rate Bonds and Thirtieth Supplemental Indenture; 2019 Variable Rate Bonds and Twenty-Eighth Supplemental Indenture. So long as any Series of 2021 Variable Rate Bonds issued pursuant to the Thirtieth Supplemental Indenture or any Series of 2019 Variable Rate Bonds issued pursuant to the Twenty-Eighth Supplemental Indenture bear interest at a Variable Rate other than an Index Rate, a Term Rate not supported by a Credit Support Instrument or a Fixed Rate, on or prior to the expiration or termination of any existing Credit Support Instrument, including any renewals or extensions thereof (other than an expiration of such Credit Support Instrument at the final maturity of the Series of 2021 Variable Rate Bonds or 2019 Variable Rate Bonds to which such Credit Support Instrument relates), the Authority is to provide to the Senior Indenture Trustee a renewal or extension of the term of the existing Credit Support Instrument for such Series of 2021 Variable Rate Bonds or 2019 Variable Rate Bonds or a substitute Credit Support Instrument meeting the following requirements: (i) the obligations of the Credit Provider under the substitute Credit Support Instrument to purchase such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds or otherwise provide for the Purchase Price of such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds tendered or deemed tendered will not be subject to suspension or termination on less than 15 days' notice to the Authority and the Senior Indenture Trustee; provided, however, that the obligations of a Credit Provider to purchase 2021 Variable Rate Bonds or 2019 Variable Rate Bonds of a Series or otherwise provide for the Purchase Price of such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds may be immediately suspended or terminated (A) without such notice upon the occurrence of such events as may be provided in a Credit Support Instrument and that are disclosed to the Owners of such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds in connection with the provision of such substitute Credit Support Instrument or, (B) if applicable, upon the remarketing of such 2021 Variable Rate Bonds or 2019 Variable Rate Bonds upon the mandatory tender thereof as a result of provision of a substitute Credit Support Instrument; (ii) the substitute Credit Support Instrument must take effect on or before the Purchase Date for the applicable Series of 2021 Variable Rate Bonds or 2019 Variable Rate Bonds established pursuant to the Senior Indenture; and (iii) the substitute Credit Support Instrument must be in an amount sufficient to pay the maximum Purchase Price of the affected Series of 2021 Variable Rate Bonds or 2019 Variable Rate Bonds which is to be applicable during the Rate Period commencing on such substitution.

On or prior to the date of the delivery of a substitute Credit Support Instrument to the Senior Indenture Trustee, the Authority is to cause to be furnished to the Senior Indenture Trustee (i) an Opinion of Bond Counsel addressed to the Senior Indenture Trustee to the effect that the delivery of such substitute Credit Support Instrument to the Senior Indenture Trustee is authorized under the Senior Indenture and complies with the terms thereof and will not, in and of itself, adversely affect the Tax-Exempt status of interest on the affected Series of 2021 Variable Rate Bonds or 2019 Variable Rate Bonds, and (ii) an opinion or opinions of counsel to the Credit Provider for such substitute Credit Support Instrument addressed to the Senior Indenture Trustee, to the effect that the substitute Credit Support Instrument has been duly authorized, executed and delivered by the applicable Credit Provider and constitutes the valid, legal and binding obligation of such Credit Provider enforceable against such Credit Provider in accordance with its terms.

The Senior Indenture Trustee is to give notice of the proposed substitution of a Credit Support Instrument not later than the fifteenth day prior to the substitution date.

All Other Senior Bonds. So long as any other Series of Senior Bonds bear interest at a Variable Rate other than an Index Rate, a Term Rate or a Fixed Rate, on or prior to the expiration or termination of any existing Liquidity Instrument, including any renewals or extensions thereof (other than an expiration of such Liquidity Instrument at the final maturity of the Series of Senior Bonds to which such Liquidity Instrument relates), the Authority is to provide to the Senior Indenture Trustee a renewal or extension of the term of the existing Liquidity Instrument for such Series of Senior Bonds or a substitute Liquidity Instrument meeting the following requirements: (i) the obligations of the Liquidity Provider under the substitute Liquidity Instrument to purchase such Senior Bonds or otherwise provide for the Purchase Price of such Senior Bonds tendered or deemed tendered will not be subject to suspension or termination on less than 15 days' notice to the Authority and the Senior Indenture Trustee; provided, however, that the obligations of a Liquidity Provider to purchase Senior Bonds of a Series or otherwise provide for the Purchase Price of such Senior Bonds may be immediately suspended or terminated without such notice upon the occurrence of such events as may be provided in a Liquidity Instrument and that are disclosed to the Owners of such Senior Bonds in connection with the provision of such substitute Liquidity Instrument or, if applicable, upon the remarketing of such Senior Bonds upon the mandatory tender thereof as a result of provision of another Liquidity Instrument; (ii) the substitute Liquidity Instrument must take effect on or before the Purchase Date for the applicable Series of Senior Bonds established pursuant to the Senior Indenture; and (iii) the substitute Liquidity Instrument must be in an amount sufficient to pay the maximum Purchase Price of the affected Series of Senior Bonds which is to be applicable during the Rate Period commencing on such substitution.

On or prior to the date of the delivery of a substitute Liquidity Instrument to the Senior Indenture Trustee, the Authority is to cause to be furnished to the Senior Indenture Trustee (i) an Opinion of Bond Counsel addressed to the Senior Indenture Trustee to the effect that the delivery of such substitute Liquidity Instrument to the Senior Indenture Trustee is authorized under the Senior Indenture and complies with the terms thereof and will not, in and of itself, adversely affect the Tax-Exempt status of interest on the affected Series of Senior Bonds and (ii) an opinion or opinions of counsel to the Liquidity Provider for such substitute Liquidity Instrument addressed to the Senior Indenture Trustee, to the effect that the substitute Liquidity Instrument has been duly authorized, executed and delivered by the applicable Liquidity Provider and constitutes the valid, legal and binding obligation of such Liquidity Provider enforceable against such Liquidity Provider in accordance with its terms and (iii) if the affected Series of Senior Bonds are not subject to mandatory tender for purchase, the Rating Confirmation required by the Senior Indenture.

The Senior Indenture Trustee is to give notice of the proposed substitution of a Liquidity Instrument not later than the fifteenth day prior to the substitution date.

Purchase of Senior Bonds at Direction of Authority

If less than all of the Outstanding Senior Bonds of any Series or subseries are called for mandatory tender for purchase at the direction of the Authority, the principal amount and maturity of such Senior Bonds to be purchased are to be selected by the Authority in its sole discretion. If less than all of any Series or subseries of Senior Bonds of like maturity are to be called for mandatory tender for purchase at the direction of the Authority, the particular Senior Bonds or portions of Senior Bonds to be purchased are to be selected at random by the Senior Indenture Trustee in such manner as the Senior Indenture Trustee in its discretion may deem fair and appropriate; provided, however, that in selecting portions of Senior Bonds for purchase, the Senior Indenture Trustee is to treat each Senior Bond of the same Series or subseries as representing that number of Senior Bonds of the minimum Authorized Denomination for the Senior Bonds that is obtained by dividing the principal amount of such Senior Bond by the minimum Authorized Denomination for the Senior Bonds.

Deposit of Senior Bonds. The Senior Indenture Trustee agrees to accept and hold all Senior Bonds delivered to it pursuant to the Senior Indenture in trust for the benefit of the respective Owners or Beneficial Owners that will have so delivered such Senior Bonds until the Optional Purchase Price of such Senior Bonds will have been delivered to or for the account of or to the order of such Owners or Beneficial Owners pursuant to the Senior Indenture. Any Senior Bonds purchased pursuant to the Senior Indenture and registered for transfer to the Senior Indenture Trustee are to be held in trust by the Senior Indenture Trustee for the benefit of the Authority until delivery to the Authority.

Payment of Optional Purchase Price of Senior Bonds. Moneys held by the Senior Indenture Trustee for the payment of the Optional Purchase Price of Senior Bonds subject to mandatory tender for purchase at the option of the Authority are to be applied at or before 3:00 p.m. (New York City time) to the purchase of such Senior Bonds. While such Senior Bonds are Book-Entry Bonds, payment of the Optional Purchase Price for tendered Senior Bonds is to be made in accordance with the rules and procedures of the applicable Securities Depository.

Senior Bonds Owned by Authority. Any Senior Bonds purchased by the Authority pursuant to the Senior Indenture are not to be cancelled by the Senior Indenture Trustee unless such cancellation is directed by an Authorized Representative but are to remain Outstanding for all purposes of the Senior Indenture, except as otherwise provided in the Senior Indenture.

The Authority covenants and agrees in the Senior Indenture that it will not transfer or cause the transfer of any Senior Bond purchased by the Authority pursuant to the Senior Indenture unless the Authority delivers to the Senior Indenture Trustee a Favorable Opinion of Bond Counsel with respect to such transfer.

The Authority covenants and agrees in the Senior Indenture that, in the event that at any time there are insufficient funds in the Bond Fund or the Redemption Fund, as applicable, to pay the principal of and interest then due on the Outstanding Senior Bonds, it is to surrender or cause to be surrendered to the Senior Indenture Trustee for cancellation any Senior Bonds held by the Authority.

Funds and Accounts

Establishment and Application of Bond Fund. Not less than three Business Days prior to each date when the Authority is required to pay principal or interest on the Senior Bonds or amounts due on Senior Parity Obligations, as provided in the Senior Indenture, the Authority is to transfer to the Senior Indenture Trustee from the Bay Area Toll Account such amount of Revenue as is required to make such payments. Upon receipt, all Revenue is to be deposited by the Senior Indenture Trustee in the Bond Fund which the Senior Indenture Trustee is to establish, maintain and hold in trust. All Revenue held in the Bond Fund is to be held, applied, used and withdrawn only as provided in the Senior Indenture. On or before the date when principal and interest on the Senior Bonds and amounts due on Senior Parity Obligations are due and payable, the Senior Indenture Trustee is to transfer from the Bond Fund and (i) pay to the appropriate holders of or trustees for the Senior Parity Obligations the amounts due thereon (other than scheduled payments on Qualified Swap Agreements) and (ii) deposit into the following respective accounts (each of which the Senior Indenture Trustee is to establish and maintain within the Bond Fund), in the following order of priority, the amounts necessary to make such payments of principal of and interest on the Senior Bonds and scheduled payments on Qualified Swap Agreements then due thereon (including the making up of any deficiencies in any such account resulting from lack of Revenue sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer or deposit is made to any account subsequent in priority:

(1) Interest Account. The Senior Indenture Trustee is to set aside in the Interest Account in the manner and at the times specified in the Senior Indenture amounts sufficient to pay the interest on the Senior Bonds and scheduled payments on Qualified Swap Agreements as and when due. Moneys in the Interest Account are to be used and withdrawn by the Senior Indenture Trustee solely for the purpose of paying interest on the Senior Bonds and scheduled payments on Qualified Swap Agreements as such interest and payments become due and payable, provided that moneys in any separate account established to pay interest on a Series of Senior Bonds is to be used and withdrawn solely to pay interest on such Senior Bonds as and when due.

(2) Principal Account. The Senior Indenture Trustee is to set aside in the Principal Account in the manner and at the times specified in the Senior Indenture amounts sufficient to pay the principal of Senior Bonds (including any sinking fund payments) as and when due (whether at maturity or upon redemption or on account of sinking fund requirements). Moneys in the Principal Account are to be used and withdrawn by the Senior Indenture Trustee solely for the purpose of paying principal of the Senior Bonds (including any sinking fund payments) as and when due, provided that moneys in any separate account established to pay principal on a Series of Senior Bonds are to be used and withdrawn solely to pay principal of such Senior Bonds as and when due.

Any moneys remaining in the Bond Fund after the foregoing transfers are to be transferred to the Authority and are to be deposited by the Authority in the Bay Area Toll Account; provided, however, that if the amount then on deposit in the Reserve Fund is less than the Reserve Requirement or if any Reserve Facility Costs will then be due and payable, such moneys are to be transferred to the Reserve Fund until such time as the amount on deposit in the Reserve Fund is equal to the Reserve Requirement and all Reserve Facility Costs have been paid; and provided further that if the amount on deposit in the Reserve Fund is equal to the Reserve Requirement, no Reserve Facility Costs are then due and payable and the Authority is to so direct the Senior Indenture Trustee in writing, such moneys are to be transferred to and deposited in the Subordinate Obligations Fund or if there are no Subordinate Obligations then outstanding, such moneys are to be transferred to and deposited in the Fees and Expenses Fund.

Establishment and Application of the Reserve Fund. On the date of issuance of each Series of Senior Bonds, an amount equal to the Reserve Requirement for such Senior Bonds is required to be deposited in the Reserve Fund. Moneys in the Reserve Fund are to be used and withdrawn by the Senior Indenture Trustee solely for the purposes of paying principal and interest on the Senior Bonds when due when insufficient moneys for the payment thereof are on deposit in the Principal Account and the Interest Account or (together with any other moneys available therefor) for the payment or redemption of all Senior Bonds then Outstanding or, for the payment of the final principal and interest payment of a Series of Senior Bonds, if following such payment the amounts in the Reserve Fund (including the amounts which may be obtained from letters of credit, surety bonds and insurance policies on deposit therein) will equal the Reserve Requirement.

In the event that the Senior Indenture Trustee has withdrawn moneys in the Reserve Fund for the purpose of paying principal and interest on the Senior Bonds when due as provided pursuant to the provisions of the Senior Indenture described in the immediately preceding paragraph, the Senior Indenture Trustee is to promptly notify the Authority of such withdrawal. Upon receipt of such notification, the Authority, on or prior to the first Business Day of each month, commencing the month after such notification is received from the Senior Indenture Trustee by the Authority, is to transfer to the Senior Indenture Trustee for deposit in the Reserve Fund, an amount equal to 1/12th of the aggregate amount of each unreplenished withdrawal until the amount on deposit in the Reserve Fund is equal to the Reserve Requirement.

Upon receipt of any notification from the Senior Indenture Trustee of a deficiency in the Reserve Fund due to any required valuation of investments in the Reserve Fund provided by the Senior Indenture Trustee pursuant to the Senior Indenture, the Authority, on or prior to the first Business Day of each month, commencing the month after such notification is received from the Senior Indenture Trustee by the Authority, is to transfer to the Senior Indenture Trustee for deposit in the Reserve Fund, an amount equal to 1/12th of the aggregate amount of each unreplenished withdrawal until the amount on deposit in the Reserve Fund is equal to the Reserve Requirement.

Funding of the Reserve Fund. The Reserve Requirement for any Series of Senior Bonds, or any portion thereof, may be funded with a Reserve Facility. If the Reserve Requirement is satisfied by a Reserve Facility, the Senior Indenture Trustee is to draw on such Reserve Facility in accordance with its terms and the terms of the Senior Indenture, in a timely manner, to the extent necessary to fund any deficiency in the Interest Account or the Principal Account. The Authority is to repay solely from Revenue any draws under a Reserve Facility and any Reserve Facility Costs related thereto. Interest is to accrue and be payable on such draws and expenses from the date of payment by a Reserve Facility Provider at the rate specified in the agreement with respect to such Reserve Facility.

If any obligations are due and payable under the Reserve Facility, any new funds deposited into the Reserve Fund are to be used and withdrawn by the Senior Indenture Trustee to pay such obligations. The pledge of amounts on deposit in certain funds and accounts held by the Senior Indenture Trustee under the Senior Indenture to secure payment of Reserve Facility Costs set forth in the Senior Indenture is on a basis subordinate to the pledge of such amounts to the Senior Indenture Trustee for payment of the Senior Bonds and Senior Parity Obligations.

Amounts in respect of Reserve Facility Costs paid to a Reserve Facility Provider are to be credited first to the expenses due, then to interest due and then to principal due. As and to the extent payments are made to a Reserve Facility Provider on account of principal due, the coverage under the Reserve Facility is to be increased by a like amount, subject to the terms of the Reserve Facility. Payment of Reserve Facility Costs with respect to amounts drawn under multiple Reserve Facilities are to be made on a pro-rata basis prior to the replenishment of any cash drawn from the Reserve Fund.

If the Authority fails to pay any Reserve Facility Costs in accordance with the requirements described above, a Reserve Facility Provider is to be entitled to exercise any and all legal and equitable remedies available to such Reserve Facility Provider, including those provided under the Senior Indenture other than remedies which would adversely affect Owners of the Senior Bonds. The Senior Indenture will not be discharged until all Reserve Facility Costs owing to a Reserve Facility Provider have been paid in full. The Authority's obligation to pay such amounts expressly survives payment in full of the Senior Bonds.

In the event that the rating for a Reserve Facility Provider is withdrawn or reduced by Moody's or S&P to a rate below the requirements specified in the definition of Reserve Facility set forth above, the Authority is to obtain a substitute or replacement Reserve Facility within 60 days from the date of such reduction or withdrawal to the extent that, in the judgment of the Authority, such a substitute or replacement Reserve Facility is available upon reasonable terms and at a reasonable cost, or the Authority has deposited cash or other Permitted Investments (to the extent the same are available from Revenue), in order to provide that there is to be on deposit in the Reserve Fund an amount equal to the Reserve Requirement.

If the Authority causes a cash-funded Reserve Fund or any portion thereof to be replaced with a Reserve Facility, the amount on deposit in the Reserve Fund which is being replaced is to be transferred to the Authority which will deposit such amount in the Bay Area Toll Account, subject, in the case where such moneys are proceeds of Senior Bonds, to the receipt by the Authority of an Opinion of Bond Counsel to the effect that such transfer will not cause the interest on the Senior Bonds to be included in gross income for purposes of federal income taxation.

Establishment and Application of Subordinate Obligations Fund. Upon the written direction of the Authority, the Senior Indenture Trustee is to establish, maintain and hold in trust a separate fund designated as the "Subordinate Obligations Fund." After the transfers required from the Bond Fund have been made pursuant to the Senior Indenture, if there are Subordinate Obligations then Outstanding, the Senior Indenture Trustee is to transfer remaining Revenue to the Subordinate Obligations Fund and is to comply with the directions provided by the Authority pursuant to the Senior Indenture with respect to application of amounts deposited to the Subordinate Obligations Fund. The Authority has entered into the Subordinate Indenture, dated as of June 1, 2010, in order to provide for the issuance of Subordinate Obligations and will make debt service payments on bonds issued under the Subordinate Indenture directly from the Bay Area Toll Account and not through the Subordinate Obligations Fund under the Senior Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" in the Official Statement for information about Subordinate Obligations.

Establishment and Application of Fees and Expenses Fund. The Senior Indenture Trustee is to establish, maintain and hold in trust a separate fund designated as the "Fees and Expenses Fund." After the transfers required from the Bond Fund have been made pursuant to the Senior Indenture, if there are Subordinate Obligations then Outstanding, the Senior Indenture Trustee is to transfer remaining Revenue to the Subordinate Obligations Fund and is to comply with the directions provided by the Authority pursuant to the Senior Indenture with respect to application of amounts deposited in the Subordinate Obligations Fund. After such funds have been so applied, the Senior Indenture Trustee is to transfer remaining Revenue to the Fees and Expenses Fund. All moneys in the Fees and Expenses Fund are to be used and withdrawn by the Senior Indenture Trustee to pay Fees and Expenses as directed by and in accordance with a Written Request of the Authority. Upon the payment of Fees and Expenses by the Senior Indenture Trustee, remaining Revenue, if any, are to be promptly transferred by the Senior Indenture Trustee to the Authority for deposit in the Bay Area Toll Account. The payment of obligations from the Fees and Expenses Fund is subordinate to the payment of Subordinate Obligations, and so the Authority will instruct the Senior Indenture Trustee that, in the event of a shortfall in funds to pay Subordinate Obligations, amounts in the Fees and Expenses Fund that are not needed to pay Senior Obligations will be made available to pay Subordinate Obligations.

Establishment and Application of Redemption Fund. The Senior Indenture Trustee is to establish, maintain and hold in trust a special fund designated as the "Redemption Fund." All moneys deposited by the Authority with the Senior Indenture Trustee for the purpose of redeeming Senior Bonds of any Series, unless otherwise provided in the Supplemental Indenture establishing the terms and conditions for such Series of Senior Bonds, are to be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund are to be used and withdrawn by the Senior Indenture Trustee solely for the purpose of redeeming Senior Bonds of such Series and maturity as are specified by the Authority in a Written Request of the Authority delivered to the Senior Indenture Trustee, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which such Series of Senior Bonds was issued.

Application of Operations and Maintenance Fund. Within ten Business Days after the beginning of each Fiscal Year, the Authority is to deposit in the Operations and Maintenance Fund such amount as is necessary so that the amount on deposit in the Operations and Maintenance Fund will equal two times budgeted Operations & Maintenance Expenses for such Fiscal Year, such amount to be deposited from Bridge Toll Revenues on deposit in the Bay Area Toll Account. Amounts on deposit in the Operations and Maintenance Fund are to be used and withdrawn by the Authority solely to pay Operations & Maintenance Expenses.

In the event that Bridge Toll Revenues on deposit in the Bay Area Toll Account are not sufficient at the beginning of any Fiscal Year to enable the Authority to make the transfer provided for pursuant to the provisions of the Senior Indenture described in the preceding paragraph at the beginning of such Fiscal Year, the Authority is not required to make such transfer for such Fiscal Year and failure of the Authority to make the transfer at the beginning of any Fiscal Year does not constitute an Event of Default under the Senior Indenture for as long as the Authority is in compliance with the provisions of the Senior Indenture concerning payment of principal and interest on the Senior Bonds and the covenants concerning toll rates described below under the caption "Covenants of the Authority - Toll Rate Covenants."

Establishment and Application of Rebate Fund. Upon the written direction of the Authority, the Senior Indenture Trustee is to establish and maintain a separate fund designated as the Rebate Fund and there is to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to each Tax Certificate and the Code. All money at any time deposited in the Rebate Fund are to be held by the Senior Indenture Trustee to satisfy the Rebate Requirement (as such term is defined in the Tax Certificate) for payment to the United States of America.

Establishment and Application of 2021 Variable Rate Bonds Costs of Issuance Fund. To ensure the proper application of such funds transferred to the 2021 Variable Rate Bonds Costs of Issuance Fund to be applied to pay Costs of Issuance of such 2021 Variable Rate Bonds, the Indenture establishes a 2021 Variable Rate Bonds Costs of Issuance Fund, such fund to be held by the Senior Indenture Trustee. The monies set aside and placed in the 2021 Variable Rate Bonds Costs of Issuance Fund are to remain therein until from time to time expended for the purpose of paying the Costs of Issuance of such 2021 Variable Rate Bonds. On June 30, 2021 any amounts remaining in the 2021 Variable Rate Bonds Costs of Issuance Fund shall be transferred to the Bond Fund and the 2021 Variable Rate Bonds Costs of Issuance Fund will be closed.

Establishment and Application of 2021 Series F-1 Bonds Costs of Issuance Fund. To ensure the proper application of such funds transferred to the 2021 Series F-1 Bonds Costs of Issuance Fund to be applied to pay Costs of Issuance of such 2021 Series F-1 Bonds, the Indenture establishes a 2021 Series F-1 Bonds Costs of Issuance Fund, such fund to be held by the Senior Indenture Trustee. The monies set aside and placed in the 2021 Series F-1 Bonds Costs of Issuance Fund are to remain therein until from time to time expended for the purpose of paying the Costs of Issuance of such 2021 Series F-1 Bonds. On June 30, 2021 any amounts remaining in the 2021 Series F-1 Bonds Costs of Issuance Fund shall be transferred to the Bond Fund and the 2021 Series F-1 Bonds Costs of Issuance Fund will be closed.

Credit Support Instruments; Principal and Interest Payments. In the event the Authority has provided to the Trustee a Credit Support Instrument in the form of a direct pay letter of credit for any Series of Senior Bonds providing for drawings by the Trustee to pay principal of and interest on Bonds of such Series, the Trustee will draw under such Credit Support Instrument in accordance with the Credit Support Instrument and apply the proceeds to the payment of principal of and interest on such Series of Senior Bonds in accordance with the Credit Support Instrument and prior to applying Revenue received from the Authority to the payment of principal of and interest on such Senior Bonds and Parity Obligations. Such drawings are to be made in an amount necessary and in sufficient time (in accordance with the terms of such Credit Support Instrument) to allow the Trustee to pay, as applicable: (i) the interest on such Series of Bonds in the manner and at the times specified by the Supplemental Indenture relating to such Series of

Bonds; and (ii) principal (including sinking fund payments) as and when due (whether at maturity or upon redemption or on account of sinking fund requirements).

The reimbursement obligation under a Credit Support Agreement relating to any drawing on a Credit Support Instrument to pay principal of or interest due on a Series of Bonds referred to in the preceding paragraph will, if specified in such Credit Support Agreement, constitute a Parity Obligation of the Authority, and the amounts due under such Credit Support Agreement on account of such drawing will be paid when due by the Authority to the Trustee and by the Trustee to the Credit Provider pursuant to and in accordance with the provisions described above under the caption "Establishment and Application of Bond Fund". After a drawing under a Credit Support Instrument has been honored by a Credit Provider and the proceeds of such drawing have been applied to the payment of principal of and interest on the applicable Series of Bonds as provided in the preceding paragraph, the Trustee will reimburse such Credit Provider for the amount of the interest drawing when due using moneys so provided by the Authority to the Trustee.

In the event the Authority has provided to the Trustee a Credit Support Instrument in the form of a direct pay letter of credit for any Series of Bonds providing for drawings by the Trustee to purchase Bonds of such Series, the Trustee will make drawings under such Credit Support Instrument in accordance with the Credit Support Instrument and apply the proceeds to the purchase of Bonds of such Series in accordance with the Credit Support Instrument and the provisions of the Senior Indenture providing for the purchase of Bonds of such Series. The reimbursement obligation under a Credit Support Agreement relating to any drawing on a Credit Support Instrument to so purchase Bonds will, if specified in such Credit Support Agreement, constitute a Parity Obligation of the Authority, and the amounts due under such Credit Support Agreement on account of such drawing are to be paid when due by the Authority to the Trustee and by the Trustee to the Credit Provider pursuant to and in accordance with the provisions of described above under the caption "Establishment and Application of Bond Fund" and paid to the Credit Provider(s) entitled thereto pursuant to the Credit Support Agreement and in accordance with the first paragraph described above under the caption "Establishment and Application of Bond Fund" (without duplication of any amounts otherwise paid as principal of or interest on the Credit Provider Bonds resulting from such drawing from Revenue or from remarketing proceeds).

Funds received by the Trustee on account of any such drawing under a Credit Support Agreement to purchase Bonds will be held uninvested and be deposited in the bond purchase fund established under the Senior Indenture for such Series of Bonds and also held uninvested in that fund. Such funds will be held in trust in accordance with the Senior Indenture, shall not be used for any other purpose, and the Trustee shall have no lien for its own benefit thereon.

Funds received by the Trustee on account of a drawing under a Credit Support Instrument to pay the principal of or interest on Bonds shall be held uninvested, and such funds shall be held in trust in accordance with the Senior Indenture, shall not be used for any other purpose, and the Trustee shall have no lien for its own benefit thereon.

Establishment and Application of Credit Support Instrument Sub-Accounts. Notwithstanding anything to the contrary contained in the Senior Indenture, the Trustee will segregate funds received from a Credit Provider pursuant to a draw on a Credit Support Instrument in the form of a direct pay letter of credit for any Series of Bonds from all other funds held by the Trustee pursuant to the terms of the Senior Indenture and will establish within the funds and accounts held by the Trustee pursuant to the Senior Indenture such sub-accounts as the Trustee determines are necessary to carry out such obligation.

Investment of Moneys in Funds and Accounts

Moneys held by the Authority in the Bay Area Toll Account and in the funds and accounts created under the Senior Indenture and held by the Authority will be invested and reinvested in any lawful investment of the Authority.

Moneys held by the Senior Indenture Trustee in the funds and accounts created under the Senior Indenture are to be invested and reinvested in Permitted Investments in accordance with the written instructions of an Authorized Representative of the Authority.

Unless otherwise specified in the Supplemental Indenture creating a Series of Senior Bonds, all Permitted Investments are to be held by or under the control of the Senior Indenture Trustee and are to be deemed at all times to be a part of the fund or account which was used to purchase the Permitted Investment. Unless otherwise provided by written instruction of an Authorized Representative or in a Supplemental Indenture, all interest, profits and other income received from the investment of moneys in any fund or account held by the Senior Indenture Trustee, other than a Construction Fund or the Rebate Fund, are to be transferred to the Bond Fund when received and all interest, profits and other income received from the investment of moneys in any Construction Fund are to be deposited in such Construction Fund. All interest, profits and other income received from the investment of moneys in the Rebate Fund will be deposited in the Rebate Fund. 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 is to be credited to the fund or account from which such accrued interest was paid.

The Senior Indenture Trustee is authorized to sell or redeem and reduce to cash a sufficient amount of Permitted Investments whenever the cash balance in any fund or account is or will be insufficient to make any required disbursement. Absent specific instructions from an Authorized Representative, the Senior Indenture Trustee is to invest cash balances in Permitted Investments described in clause (xii) of the definition thereof unless otherwise specified in a Supplemental Indenture.

All Investment Securities credited to the Reserve Fund are to be valued as of April 1 of each year (or the next succeeding Business Day if such day is not a Business Day). All Investment Securities credited to the Reserve Fund are to be valued at their fair market value determined to the extent practical by reference to the closing bid price thereof published in the Wall Street Journal or any other financial publication or quotation service selected by the Senior Indenture Trustee in its discretion.

The Senior Indenture Trustee or its affiliates may act as sponsor, advisor, principal or agent in the acquisition or disposition of any investment with the prior written approval of an Authorized Representative. The Senior Indenture Trustee may commingle any of the moneys held by it pursuant to the Senior Indenture (except for amounts on deposit in the Rebate Fund and amounts on deposit in any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument) for investment purposes only; provided, however, that the Senior Indenture Trustee is to account separately for the moneys belonging to each fund or account established pursuant to the Senior Indenture and held by it.

Additional Senior Bonds; Subordinate Obligations

Restrictions on Issuance of Additional Senior Bonds. Subsequent to the issuance of the Initial Senior Bonds, no additional Senior Bonds (or Senior Parity Obligations) are to be issued unless at least one of the following is true immediately following the issuance of such additional Senior Bonds (or Senior Parity Obligations):

(a) the additional Senior Bonds (or Senior Parity Obligations) are issued for refunding purposes to provide funds for the payment of any or all of the following: (1) the principal or redemption price of the Outstanding Senior Bonds (or Senior Parity Obligations) to be refunded; (2) all expenses incident to the calling, retiring or paying of such Outstanding Senior Bonds (or Senior Parity Obligations) and the Costs of Issuance of such refunding Senior Bonds (or Senior Parity Obligations); (3) interest on all Outstanding Senior Bonds (or Senior Parity Obligations) to be refunded to the date such Senior Bonds (or Senior Parity Obligations) will be called for redemption or paid at maturity; and (4) interest on the refunding Senior Bonds (or Senior Parity Obligations) from the date thereof to the date of payment or redemption of the Senior Bonds (or Senior Parity Obligations) to be refunded.

(b) the Board determines that one of the following is true: (1) the ratio of (A) Net Revenue for the most recent Fiscal Year for which audited financial statements are available to (B) Maximum Annual Debt Service on the Senior Bonds (and Senior Parity Obligations), calculated as of the date of sale of, and including such additional Senior Bonds (or Senior Parity Obligations), will not be less than 1.50:1; or (2) the ratio of (A) projected Net Revenue for each of the next three (3) Fiscal Years, including in such projections amounts projected to be received from any adopted toll increase or planned openings of an additional Bay Area Bridge, to (B) Maximum Annual Debt Service on the Senior Bonds (and Senior Parity Obligations), calculated as of the date of sale of, and including such additional Senior Bonds (or Senior Parity Obligations), will not be less than 1.50:1.

Maximum annual debt service with respect to Senior Parity Obligations is to be determined using the principles set forth in the definition of Maximum Annual Debt Service; provided that if a Senior Parity Obligation is contingent upon funds being provided under a Credit Support Instrument to pay principal or purchase price of or interest on a Senior Bond, such Senior Parity Obligations will not be considered outstanding until such payment is made thereunder.

For Additional Senior Bonds and Senior Parity Obligations issued to finance a Project that includes toll bridge program capital improvements for any bridge newly designated after January 1, 2006 as a Bay Area Bridge, projected Net Revenue for such bridge is to be calculated using estimates of Bridge Toll Revenues prepared by a Traffic Consultant unless that bridge has been an operating toll bridge for at least three Fiscal Years.

Proceedings for Issuance of Additional Senior Bonds. Subsequent to the issuance of the Initial Senior Bonds, whenever the Authority determines to issue additional Senior Bonds (or Senior Parity Obligations), the Authority shall, in addition to fulfilling the requirements of the Senior Indenture described above, file with the Senior Indenture Trustee:

(a) a certificate of the Authority stating that no Event of Default specified in the Senior Indenture has occurred and is then continuing;

(b) a certificate of the Authority stating that the requirements of the Senior Indenture described under the caption "Restrictions on Issuance of Additional Senior Bonds" have been satisfied;

(c) if such additional Senior Bonds are being issued based upon compliance with subparagraph (b)(1) above under the caption "Restrictions on Issuance of Additional Senior Bonds," a Certificate of the Authority stating that nothing has come to the attention of the Authority that would lead the Authority to believe that there has been a material adverse change in the operation of the Bay Area Bridges such that Net Revenue for the then current Fiscal Year would be insufficient to meet the debt service coverage requirement set forth in subparagraph (b)(1) above under the caption "Restrictions on Issuance of Additional Senior Bonds";

(d) the balance in the Reserve Fund upon receipt of the proceeds of the sale of such Series of Senior Bonds shall be increased, if necessary, to an amount at least equal to the Reserve Requirement with respect to all Senior Bonds Outstanding upon the issuance of such Series of Senior Bonds; and

(e) an Opinion of Bond Counsel to the effect that the execution of the Supplemental Indenture creating such Series of Senior Bonds has been duly authorized by the Authority in accordance with the Senior Indenture and that such Series of Senior Bonds, when duly executed by the Authority and authenticated and delivered by the Senior Indenture Trustee, are to be valid and binding obligations of the Authority.

Subordinate Obligations. Except to the extent restricted by a Supplemental Indenture, the Authority may issue or incur obligations payable out of Revenue on a basis junior and subordinate to the payment of the principal, interest and reserve fund requirements for the Senior Bonds and Senior Parity Obligations, as the same become due and payable and at the times and in the manner as required by the Senior Indenture or as required by the instrument pursuant to which such Senior Parity Obligations were issued or incurred, as applicable.

Covenants of the Authority

Punctual Payment. The Authority is to punctually pay the principal and Purchase Price of and the interest on (and redemption premiums, if any) to become due on the Senior Bonds in strict conformity with the terms of the Act, the Senior Indenture and the Senior Bonds, and is to faithfully observe and perform all of the agreements and covenants contained in the Senior Indenture and the Senior Bonds.

Against Encumbrances; First Lien Indebtedness; Subordinated Bonds. The Authority is not to create or cause or permit to be created any pledge, lien, charge or encumbrance having priority over, or having parity with, the lien of the Senior Bonds and Senior Parity Obligations upon any of the Revenue or issue any bonds, notes or other obligations secured by a pledge of or charge or lien upon Revenue except Senior Bonds and Senior Parity Obligations; provided that the Authority may at any time, or from time to time, issue or incur Subordinate Obligations as provided in the Senior Indenture.

Tax Covenants. The Authority is not to use or permit the use of any proceeds of the Senior Bonds or any funds of the Authority, directly or indirectly, to acquire any securities or obligations that would cause the interest on Senior Bonds intended by the Authority to be exempt from federal income taxation to become subject to federal income taxation, and will not take or permit to be taken any other action or actions, which would cause any such Senior Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code and any such applicable regulations promulgated from time to time thereunder. The Authority is to observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Authority covenants to comply with the provisions and procedures of each Tax Certificate.

With respect to Build America bonds it has issued, the Authority is not to use or permit the use of any proceeds of such Senior Bonds or any funds of the Authority or any funds held by the Senior Indenture Trustee under the Senior Indenture, directly or indirectly, in any manner, nor to take or omit to take any action, that would adversely affect the receipt of the Subsidy Payments.

Toll Rate Covenants. The Authority covenants that it is at all times to establish and maintain tolls on the Bay Area Bridges at rates sufficient to meet Operations & Maintenance Expenses, to otherwise comply with the Act and to pay debt service on all Outstanding Senior Bonds and Senior Parity Obligations secured by Revenue.

In addition to the requirements of the Senior Indenture described in the above paragraph, while any Senior Bonds or Senior Parity Obligations remain Outstanding, the Authority covenants: (i) to compute Net Revenue, MTC Transfers, Subordinated Maintenance Expenditures, Annual Debt Service, Subordinate Obligations, and the ratios required by the provisions of the Senior Indenture described in the following subsection (iii) (such ratios being hereinafter referred to as the "Coverage Ratios") within ten Business Days after the beginning of each Fiscal Year (such date of computation being hereinafter referred to as a "Toll Coverage Calculation Date"), commencing with the Fiscal Year beginning July 1, 2001; (ii) to furnish to the Senior Indenture Trustee and each Credit Provider a Certificate of the Authority setting forth the results of such computations and such Coverage Ratios, such Certificate to be provided no later than two months after the beginning of each Fiscal Year; and (iii) to increase tolls if on any Toll Coverage Calculation Date, (x) the ratio produced by dividing Net Revenue by the sum of Annual Debt Service and MTC Transfers (such sum being hereinafter referred to as "Fixed Charges"), Subordinated Maintenance Expenditures for the then current Fiscal Year and payments on Subordinate Obligations for the then current Fiscal Year (determined using the principles set forth in the definition of Annual Debt Service but excluding payments that are one-time or extraordinary payments, such as termination payments on Qualified Swap Agreements) is less than 1.0 or (y) the ratio produced by dividing the sum of (1) Net Revenue and (2) any funds then on deposit in the Operations and Maintenance Fund by Fixed Charges for the then current Fiscal Year is less than 1.25, or (z) the ratio produced by dividing Net Revenue by Annual Debt Service for the then current Fiscal Year is less than 1.20. For purposes of such calculations, Net Revenue and Subordinated Maintenance Expenditures are determined by reference to the current budget of the Authority.

Toll Rate Coverage and Additional Senior Bonds Calculations. In calculating the additional Senior Bonds (or Senior Parity Obligations) test provided for in the Senior Indenture and determining compliance with the toll rate covenants in the Senior Indenture, the Authority in its computations shall not include in the Revenue component of Net Revenue any amounts on deposit in the Reserve Fund.

Payment of Claims. The Authority is to pay and discharge any and all lawful claims which, if unpaid, might become a charge or lien upon the Revenue or any part thereof or upon any funds in the hands of the Authority or the Senior Indenture Trustee prior to or on a parity with the charge and lien upon the Revenue securing any Senior Bonds.

Accounting Records and Financial Statements. The Authority is to keep appropriate accounting records in accordance with generally accepted accounting principles. Such accounting records, at all times during business hours, are to be subject to the inspection of the Senior Indenture Trustee or of any Holder (or its representative authorized in writing).

The Authority is to prepare and file with the Senior Indenture Trustee annually within 210 days after the close of each Fiscal Year financial statements of the Authority for such fiscal year, together with an audit report thereon prepared by an Independent Certified Public Accountant.

Protection of Revenue and Rights of Holders. The Authority is to preserve and protect the security of the Senior Bonds and Senior Parity Obligations and the rights of the Bondholders and the holders of Senior Parity Obligations and is to warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Senior Bonds by the Authority, the Senior Bonds are to be incontestable by the Authority.

Payment of Governmental Charges and Compliance with Governmental Regulations. The Authority is to pay and discharge all taxes or payments in lieu of taxes, assessments and other governmental charges or liens that may be levied, assessed or charged upon the Revenue, or any part thereof, promptly as and when the same become due and payable, except that the Authority will not be required to pay any such governmental charges so long as the application or validity thereof is contested in good faith and the Authority has set aside reserves to cover such payments.

Further Assurances. The Authority is to adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Senior Indenture and for the better assuring and confirming unto the Holders of the rights and benefits provided therein.

Debt Policy. The Authority is to maintain in effect at all times a debt policy that includes a prohibition against the use by the Authority of financial instruments authorized by California Government Code sections 5920-5924 or any similar law for speculative purposes.

Additional Security. The Authority irrevocably directs that all Subsidy Payments be made to the Senior Indenture Trustee for the payment of interest on Senior Bonds pursuant to the Senior Indenture. Any Subsidy Payments received by the Authority shall be promptly remitted to the Senior Indenture Trustee. The Senior Indenture Trustee shall deposit all Subsidy Payments to the Interest Account upon receipt thereof and thereby constitute those amounts Revenue. The Senior Indenture Trustee is to file such forms with the Internal Revenue Service and take all other such actions as the Authority has notified it in writing may be necessary to request and receive the Subsidy Payments on the Authority's behalf and the Senior Indenture Trustee has no responsibility therefor other than following the Authority's written instructions. All Subsidy Payments received or expected to be received, as applicable, are to be included in Net Revenue for purposes of the additional bonds test and rate covenants set forth in the Senior Indenture, and Net Revenue is to be calculated by excluding the Subsidy Payments therefrom but the deposit of the Subsidy Payments to the Interest Account upon receipt thereof shall continue.

Events of Default and Remedies of Bondholders

Events of Default. The following events shall be Events of Default:

(a) Default in the payment of any interest on any Senior Bond when and as the same has become due;

(b) Default in the payment of the principal or Purchase Price of or premium, if any, on any Senior Bond when and as the same has become due, whether at the stated maturity or redemption date thereof or otherwise; or

(c) Default in the observance or performance of any other covenant or agreement of the Authority contained in the Senior Indenture and the continuance thereof for a period of 60 days after written notice thereof to the Authority given by the Senior Indenture Trustee.

Notwithstanding the foregoing, pursuant to amendments to the Senior Indenture, the failure to pay the Purchase Price of Senior Bonds is not an Event of Default. See "Mechanics of Optional and Mandatory Tenders" herein.

In case one or more Events of Default occurs, then and in every such case the Senior Indenture Trustee may, and shall at the request of the Holders of not less than a majority of the aggregate principal amount of any Series of Senior Bonds then Outstanding (or such greater percentage of the Holders of Senior Bonds of any Series as may be specified in the Supplemental Indenture creating such Series), proceed to protect and enforce Bondholder rights by such appropriate judicial proceeding as the Senior Indenture Trustee deems most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in the Senior Indenture, or in aid of the exercise of any power granted in the Senior Indenture, or to enforce any other legal or equitable right vested in the Bondholders by the Senior Indenture or the Senior Bonds or by law.

No Acceleration Permitted. The remedies available to the Senior Indenture Trustee and the Holders of Senior Bonds upon and following the occurrence of an Event of Default do not include acceleration of the maturity of any Senior Bonds. The remedies available to the Subordinate Indenture Trustee and the holders of Subordinate Bonds upon and following the occurrence of an event of default under the Subordinate Indenture do not include acceleration of the maturity of any Subordinate Bonds.

Senior Indenture Trustee

The Senior Indenture Trustee, during the existence of any Event of Default (which has not been cured), is to exercise such of the rights and powers vested in it by the Senior Indenture, and use the same degree of care and skill in their exercise as reasonable persons would exercise or use under the circumstances in the conduct of their own affairs.

No provision of the Senior Indenture is to be construed to relieve the Senior Indenture Trustee from liability for its own negligent action or its own negligent failure to act, except that, at all times regardless of whether or not any Event of Default shall exist: (i) the duties and obligations of the Senior Indenture Trustee are to be determined solely by the express provisions of the Senior Indenture, and the Senior Indenture Trustee is not to be liable except for the performance of such duties and obligations as are specifically set forth in the Senior Indenture, and no implied covenants or obligations are to be read into the Senior Indenture against the Senior Indenture Trustee; and (ii) in the absence of bad faith on the part of the Senior Indenture Trustee, the Senior Indenture Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Senior Indenture Trustee conforming to the requirements of the Senior Indenture; but in the case of any such certificate or opinion which by any provision of the Senior Indenture is specifically required to be furnished to the Senior Indenture Trustee, the Senior Indenture Trustee is to be under a duty to examine the same to determine whether or not it conforms to the requirements of the Senior Indenture; (iii) the Senior Indenture Trustee is not liable for any error of judgment made in good faith unless it is proved that the Senior Indenture Trustee was negligent in ascertaining the pertinent facts; and (iv) the Senior Indenture Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of any Credit Provider or the Holders of not less than a majority, or such larger percentage as may be required under the Senior Indenture, in aggregate principal amount of the Senior Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Senior Indenture Trustee or exercising any trust or power conferred upon the Senior Indenture Trustee under the Senior Indenture.

None of the provisions contained in the Senior Indenture shall require the Senior Indenture Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Qualifications of Senior Indenture Trustee; Resignation; Removal. Under the Senior Indenture, there will at all times be a trustee which is a commercial bank, trust company or national association organized and doing business under the laws of the United States or of a state thereof, authorized under such laws to exercise corporate trust powers, having (or if such bank, trust company or national association is a member of a bank holding company system, its holding company has) a combined capital and surplus of at least seventy-five million dollars ($75,000,000), and subject to supervision or examination by federal or state authority. If such banks, trust companies, or banking associations publish reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then, for the purposes of the Senior Indenture, the combined capital and surplus of such banks, trust companies or banking associations will be deemed to be their combined capital and surplus as set forth in their most recent reports of conditions so published.

The Senior Indenture Trustee may at any time resign by giving at least thirty (30) days' written notice to the Authority. Upon receiving such notice of resignation, the Authority, will promptly appoint a successor trustee by an instrument in writing. If no successor trustee has been so appointed and has accepted appointment within thirty days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee or any Holder who has been a bona fide Holder of a Senior Bond for at least six months may, on behalf of itself and others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

In case at any time either of the following shall occur: (i) the Senior Indenture Trustee shall cease to be eligible in accordance with the provisions of the Senior Indenture relating to Senior Indenture Trustee eligibility and shall fail to resign after written request therefor by the Authority or by any Holder who has been a bona fide Holder of a Senior Bond for at least six months; or (ii) the Senior Indenture Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Senior Indenture Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Senior Indenture Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Authority may remove the Senior Indenture Trustee and appoint a successor trustee by an instrument in writing executed by an Authorized Representative, or any Holder who has been a bona fide Holder of a Senior Bond for at least six months may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Senior Indenture Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Senior Indenture Trustee and appoint a successor trustee.

The Authority or Holders of a majority in aggregate principal amount of the Senior Bonds at the time Outstanding may at any time remove the Senior Indenture Trustee and appoint a successor trustee by an instrument or concurrent instruments in writing signed by an Authorized Representative of the Authority or by such Holders, as the case may be. Any resignation or removal of the Senior Indenture Trustee and appointment of a successor trustee pursuant to any of the applicable provisions of the Senior Indenture shall become effective upon acceptance of appointment by the successor trustee acceptable to the Authority. Any successor trustee shall execute, acknowledge and deliver to the Authority and to its predecessor trustee an instrument accepting such appointment under the Senior Indenture, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts under the Senior Indenture, with like effect as if originally named as Senior Indenture Trustee in the Senior Indenture; but, nevertheless, on the Written Request of the Authority or the request of the successor trustee, the trustee ceasing to act will execute and deliver an instrument transferring to such successor trustee, upon the trusts expressed in the Senior Indenture, all the rights, powers and trusts of the trustee so ceasing to act. Upon request of any such successor trustee, the Authority will execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and duties. No successor trustee will accept appointment as provided in the Senior Indenture unless at the time of such acceptance such successor trustee is eligible under the provisions of the Senior Indenture. Upon acceptance of appointment by a successor trustee as provided in the Senior Indenture, the Authority or such successor trustee is to give Holders notice of the succession of such trustee to the trusts under the Senior Indenture.

Any company into which the Senior Indenture 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 is a party or any company to which the Senior Indenture Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company is eligible under the Senior Indenture and acceptable to the Authority, will be the successor to such Senior Indenture Trustee without the execution or filing of any paper or any further act, anything in the Senior Indenture to the contrary notwithstanding.

In the event of the resignation or removal of the Senior Indenture Trustee, the Senior Indenture Trustee will deliver any money and any Senior Bonds and its related books and records held by it in such capacity to its successor.

The Senior Indenture Trustee may appoint and at all times have one or more agents in connection with its duties and responsibilities under the Senior Indenture.

Modification or Amendment of the Senior Indenture

Amendments Permitted Without Bondholder Consent. Except to the extent restricted by a Supplemental Indenture, the Authority, without the consent of or notice to any Bondholders, may adopt amendments to the Senior Indenture for one or more of the following purposes:

(a) To grant to or confer upon the Bondholders of any Series any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders;

(b) To grant or pledge to the Bondholders of any Series any additional security;

(c) To amend the Senior Indenture in such manner as may be necessary or convenient in connection with the book-entry system for payments, transfers and other matters relating to the Senior Bonds;

(d) To cure any ambiguity or to correct or supplement any provision contained in the Senior Indenture or in any Supplemental Indenture which may be defective or inconsistent with any provision contained therein or in any Supplemental Indenture, or to make such other provisions in regard to matters or questions arising under the Senior Indenture which will not materially adversely affect the interest of the Bondholders;

(e) To make any change therein necessary, in the Opinion of Bond Counsel, to maintain the exclusion from gross income for federal income tax purposes of the interest on any Outstanding Senior Bonds;

(f) To make modifications or adjustments necessary in order to accommodate a Credit Support Instrument or a Reserve Facility;

(g) To modify, alter, amend or supplement the Senior Indenture or any Supplemental Indenture in any other respect, including any amendments which would otherwise be described in the Senior Indenture, if (i) all Senior Bonds to be affected thereby are variable interest rate bonds, (ii) such amendments will not become effective until written notice thereof has been given to Bondholders by the Senior Indenture Trustee, and (iii) thirty days

will have passed during which time such Bondholders will have had the opportunity to tender their variable interest rate bonds for purchase; and

(h) To issue additional Senior Bonds under the Senior Indenture in accordance with the terms thereof.

Any Supplemental Indenture entered into pursuant to the provisions of the Senior Indenture summarized above are to be deemed not to materially adversely affect the interest of the Bondholders so long as (i) all Senior Bonds are secured by a Credit Support Instrument and (ii) each Credit Provider will have given its written consent to such Supplemental Indenture.

No modification or amendment to the Senior Indenture that affects to a material extent the security or remedies of the Credit Provider will be entered into without the prior written consent of such Credit Provider.

Amendments Requiring Bondholder Consent. Exclusive of amendments authorized by the provisions of the Senior Indenture described above and subject to the terms and provisions of the Senior Indenture, the Holders of not less than a majority of the aggregate principal amount of the then Outstanding Senior Bonds, or if less than all of the Outstanding Senior Bonds are affected, the Holders of not less than a majority of the aggregate principal amount of the Outstanding Senior Bonds affected, will have the right, from time to time, anything contained in the Senior Indenture to the contrary notwithstanding, to consent to such other amendments to the Senior Indenture as will be consented to by the Authority in its sole discretion for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Senior Indenture or in any Supplemental Indenture; provided, however, that nothing in the Senior Indenture is to permit, or be construed as permitting (a) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Senior Bond, or (b) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Senior Bond, (c) a preference or priority of any Senior Bond or Senior Bonds over any other Senior Bond or Senior Bonds except as provided in the provisions of the Senior Indenture summarized above under the heading "Additional Senior Bonds; Subordinate Obligations," or (d) a reduction in the aggregate principal amount of the Senior Bonds required for any consent to any amendment.

Exclusive of amendments authorized by the provisions of the Senior Indenture described above under the subheading "Amendments Permitted Without Bondholder Consent" and subject to the terms and provisions of the Senior Indenture described therein, the Authority and the Senior Indenture Trustee may also enter into a Supplemental Indenture for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Senior Indenture or in any Supplemental Indenture, which Supplemental Indenture becomes binding, without the consent of any Holder, when the written consents of each Credit Provider then providing a Credit Support Instrument for any Series of Outstanding Senior Bonds will have been obtained and filed with the Senior Indenture Trustee, provided that at such time the payment of principal of and interest on all Senior Bonds then Outstanding are to be insured by or payable under a Credit Support Instrument provided by a Credit Provider then rated in one of the two highest Rating Categories of each rating agency then maintaining a rating on any Senior Bonds and provided, further, however, that nothing in the Senior Indenture is to permit, or be construed as permitting (a) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Senior Bond, or (b) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Senior Bond, (c) a preference or priority of any Senior Bond or Senior Bonds over any other Senior Bond or Senior Bonds except as provided in the provisions of the Senior Indenture summarized above under the heading "Additional Senior Bonds; Subordinate Obligations," or (d) a reduction in the aggregate principal amount of the Senior Bonds required for any consent to any amendment.

Effect of Supplemental Indentures. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of the Senior Indenture, the Senior Indenture is to be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Senior Indenture of the Authority, the Senior Indenture Trustee and all Owners of Outstanding Senior Bonds are to thereafter be determined, exercised and enforced subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture are to be deemed to be part of the terms and conditions of the Senior Indenture for any and all purposes.

Discharge of Lien

Discharge of Lien and Security Interest. At the election of the Authority, upon payment in full of all the Senior Bonds and of all amounts payable under the Senior Indenture, the pledge and lien on the Revenue arising under the Senior Indenture is to cease, determine and be void; provided, however, such discharge of the Senior Indenture will not terminate the powers and rights granted to the Senior Indenture Trustee with respect to the payment, transfer and exchange of the Senior Bonds.

If the principal of or interest on any Senior Bonds are to be paid by a Credit Provider, those Senior Bonds are to remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority within the meaning of the Senior Indenture, and the pledge of the Revenue and all covenants, agreements and other obligations of the Authority as therein provided are to continue to exist and will run to the benefit of each Credit Provider, and such Credit Provider is to be subrogated to the rights of the Holders.

Provision for Payment of Senior Bonds. Senior Bonds (or any portion of the Senior Bonds) are deemed to have been paid within the meaning of the above paragraphs if:

(a) there has been irrevocably deposited with the Senior Indenture Trustee in trust either (i) lawful money of the United States of America in an amount which is to be sufficient, or (ii) Government Obligations, the principal and interest on which when due, together with the moneys, if any, deposited with the Senior Indenture Trustee at the same time, are to be sufficient (as confirmed by a report of an Independent Certified Public Accountant), to pay when due the principal amount of, redemption premium (if any) and all unpaid interest on such Senior Bonds (or any portion thereof) to the maturity or the redemption date thereof, as the case may be; and

(b) if any such Senior Bonds are to be redeemed on any date prior to their maturity, (i) the Senior Indenture Trustee has received (not less than 45 days prior to the proposed redemption date) in form satisfactory to it irrevocable instructions from an Authorized Representative to redeem such Senior Bonds on such date and (ii) notice of such redemption has been given or provision satisfactory to the Senior Indenture Trustee has been made for the giving of such notice.

In addition, all money so deposited with the Senior Indenture Trustee as provided in the provisions of the Senior Indenture described in the paragraph above may also be invested and reinvested, at the direction of an Authorized Representative, in Government Obligations, maturing in the amounts and times as set forth in the Senior Indenture, and all income from all Government Obligations in the hands of the Senior Indenture Trustee pursuant to the Senior Indenture which is not required for the payment of the principal of the Senior Bonds and interest and redemption premium, if any, thereon with respect to which such money has been so deposited, is to be deposited in the Bond Fund as and when realized and applied as is other money deposited in the Bond Fund, or in the event there are no longer any Senior Bonds Outstanding under the Senior Indenture, such income is to be automatically paid over to the Authority.

No Senior Bond which is subject to optional or mandatory tender in accordance with the provisions of the Supplemental Indenture pursuant to which such Senior Bond was issued, is to be deemed to be paid within the meaning of the Senior Indenture, unless arrangements have been made to assure that such Senior Bond, if tendered for purchase in accordance with the provisions of the applicable Supplemental Indenture, could be paid and redeemed from such moneys or Government Obligations as are provided pursuant to the provisions described above.

Liability of Authority Limited to Revenue

The Authority is not required to advance any money derived from any source of income other than Revenue as provided in the Senior Indenture for the payment of the interest on or principal or Purchase Price of or redemption premium, if any, on the Senior Bonds or for the performance of any agreements or covenants contained therein. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring an indebtedness prohibited by the Senior Indenture.

Rights of Credit Providers

A Supplemental Indenture authorizing a Series of Senior Bonds may provide that any Credit Provider providing a Credit Support Instrument with respect to Senior Bonds of such Series may exercise any right under the Senior Indenture given to the Owners of the Senior Bonds to which such Credit Support Instrument relates.

All provisions under the Senior Indenture authorizing the exercise of rights by a Credit Provider with respect to consents, approvals, directions, waivers, appointments, requests or other actions, are to be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and is to be read as if the Credit Provider were not mentioned therein (i) during any period during which there is a default by such Credit Provider under the applicable Credit Support Instrument or (ii) after the applicable Credit Support Instrument at any time for any reason ceases to be valid and binding on the Credit Provider, or is declared to be null and void by final judgment of a court of competent jurisdiction, or after the Credit Support Instrument has been rescinded, repudiated by the Credit Provider or terminated, or after a receiver, conservator or liquidator has been appointed for the Credit Provider. All provisions relating to the rights of a Credit Provider are to be of no further force and effect if all amounts owing to the Credit Provider under a Credit Support Instrument have been paid and the Credit Support Instrument provided by such Credit Provider is no longer in effect.

Transfers Outside the United States of America

Notwithstanding anything to the contrary in the Senior Indenture, no transfers of 2021 Series F-1 Bonds outside the United States of America shall be effective unless such transfer is in a minimum amount of $150,000.

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APPENDIX C

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE

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Set forth below are definitions of certain terms used elsewhere in the Official Statement. In addition, this Appendix C includes a summary of certain provisions of the Subordinate Indenture, dated as of June 1, 2010, as supplemented (hereinafter collectively referred to as the "Subordinate Indenture"), between the Bay Area Toll Authority and The Bank of New York Mellon Trust Company, N.A., as trustee. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Subordinate Indenture. This summary does not repeat information set forth in the Official Statement, including Appendix A thereto, concerning terms (such as interest rates and maturities), redemption provisions, and certain other features of any particular series of the Subordinate Bonds. See also "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" in the Official Statement for information about the security and sources of payment for Subordinate Bonds and the security and sources of payment for Senior Obligations.

DEFINITIONS

"Act" means Chapter 4, Chapter 4.3, and Chapter 4.5 of Division 17 of the California Streets and Highways Code and the provisions of the Revenue Bond Law of 1941 made applicable to the Authority by Streets and Highways Code section 30961, as each may be amended from time to time hereafter.

"Authority" means the Bay Area Toll Authority, a public entity duly established and existing pursuant to the Act, and any successor thereto.

"Authorized Denominations" means, with respect to any Series of Subordinate Bonds, the denomination or denominations designated as such in the Supplemental Indenture providing for the issuance of such Series of Subordinate Bonds.

"Authorized Representative" means the Executive Director of the Authority, any Deputy Executive Director of the Authority, the Chief Financial Officer of the Authority, or any other employee of the Authority at the time designated to act on behalf of the Authority in a Certificate of the Authority executed by any of the foregoing officers and filed with the Subordinate Trustee, which Certificate shall contain such employee's specimen signature.

"Available Revenue" means, for any Fiscal Year, Revenue less Maintenance and Operation Expenses for that Fiscal Year, as set forth in the audited financial statements of the Authority for Fiscal Years for which audited financial statements are available or as projected by the Authority for Fiscal Years for which audited financial statements are not yet available. Available Revenue shall not include any amount on deposit in the Reserve Fund or in the reserve fund under the Senior Indenture or any Subsidy Payments.

"Bay Area Bridges" means the state owned bridges in the San Francisco Bay Area under the jurisdiction of the Authority, comprised of the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, the San Mateo-Hayward Bridge, and any additional bridges added to the Authority's jurisdiction and designated by resolution of the Board to be included as a "Bay Area Bridge" under the Subordinate Indenture. Each Bay Area Bridge includes the existing bridge or bridges and any replacement spans or additional adjacent spans.

"Bay Area Toll Account" means the account by that name created pursuant to Section 30953 of the Act.

"Beneficial Owner" means, with respect to any Book-Entry Bond, the beneficial owner of such Subordinate Bond as determined in accordance with the applicable rules of the Securities Depository for such Book-Entry Bonds.

"Board" means the governing board of the Authority.

"Bond Counsel" means a firm of nationally-recognized attorneys-at-law experienced in legal work relating to the issuance of municipal bonds selected by the Authority.

"Bond Fund" means the fund by that name created pursuant to the Subordinate Indenture.

"Bond Register" means the registration books for the ownership of Subordinate Bonds maintained by the Subordinate Trustee pursuant to the Subordinate Indenture.

"Bondholder" or "Holder" or "Owner" means the record owner of any Subordinate Bond shown on the books of registration kept by the Subordinate Trustee, which, during any period when such Subordinate Bond is a Book-Entry Bond, shall be the Securities Depository or its Nominee.

"Book-Entry Bonds" means Subordinate Bonds issued under a book-entry only depository system as provided in the Subordinate Indenture.

"Bridge Toll Revenues" means toll revenues and all other income derived by the Authority from the Bay Area Bridges and not limited or restricted by law to a specific purpose.

"Business Day" means any day, other than a Saturday, Sunday or other day on which banks are authorized or obligated by law or executive order to be closed in the State of California or the State of New York or in any city in which the Principal Office of the Subordinate Trustee or the office where draws are to be made on a Credit Provider is located.

"Caltrans" means the California Department of Transportation.

"Certificate of the Authority" means an instrument in writing signed by an Authorized Representative of the Authority.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

"Commercial Paper Program" means a program of short-term Bonds having the characteristics of commercial paper in that (i) such Subordinate Bonds have a stated maturity not later than 270 days from their date of issue and (ii) maturing Bonds of such program may be paid with the proceeds of renewal Bonds.

"Continuing Disclosure Agreement" means, with respect to each Series of Subordinate Bonds requiring an undertaking regarding disclosure under Rule 15c2-12, the Continuing Disclosure Agreement, entered into by the Authority, the Subordinate Trustee and the Dissemination Agent, as the same may be supplemented, modified or amended in accordance with its terms.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution, sale and delivery of Subordinate Bonds, including, but not limited to, advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Subordinate Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, underwriting fees and discounts, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Subordinate Bonds, surety, insurance, liquidity and credit enhancements costs, and any other cost, charge or fee incurred in connection with the issuance of Subordinate Bonds.

"Coverage Calculation Date" means the date within ten Business Day after the beginning of the Fiscal Year on which the Coverage Ratio is calculated.

"Coverage Ratio" means the ratio produced by dividing projected Available Revenue by projected Debt Service for the Fiscal Year.

"Credit Provider" means any municipal bond insurance company, bank or other financial institution or organization or group of financial institutions or organizations providing a Credit Support Instrument for a Series of Subordinate Bonds.

"Credit Support Instrument" means a policy of insurance, letter of credit, line of credit, standby purchase agreement, revolving credit agreement or other credit arrangement pursuant to which a Credit Provider provides credit or liquidity support with respect to, or available for, the payment of interest, principal or Purchase Price of any Series of Subordinate Bonds, as the same may be amended from time to time pursuant to its terms, and any replacement therefor.

"CUSIP" means the Committee on Uniform Securities Identification Procedures of the American Bankers Association, or any successor to its functions.

"DTC" means The Depository Trust Company, New York, New York or any successor thereto.

"Debt Service" for any Fiscal Year means the aggregate amount of payments due on Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations for that Fiscal Year, as calculated by the Authority, utilizing the assumptions about payments on Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations listed in the definition of Maximum Annual Debt Service.

"Defeasance Securities" means: (a) non-callable, non-prepayable obligations of the type listed in clause (i) or clause (ii) of the definition of Permitted Investments; (b) non-callable, non-prepayable obligations of the type listed in clause (iii) of the definition of Permitted Investments that are rated in the highest long-term Rating Category by Moody's or S&P; and (c) bonds and other obligations described in clause (vi) of the definition of Permitted Investments.

"Dissemination Agent" means, with respect to each Series of Subordinate Bonds requiring an undertaking regarding disclosure under Rule 15c2-12, the party acting as dissemination agent under the Continuing Disclosure Agreement delivered in connection with such Series of Subordinate Bonds, or any successor dissemination agent designated in writing by the Authority and which has filed a written acceptance with the Authority and the Subordinate Trustee.

"Electronic" means, with respect to notice, notice through the internet or through a time-sharing terminal.

"Event of Default" means any of the events specified in the Subordinate Indenture.

"Fiscal Year" means the period of twelve months terminating on June 30 of each year, or any other annual period hereafter selected and designated by the Authority as its Fiscal Year in accordance with applicable law.

"Independent Certified Public Accountant" means any certified public accountant or firm of such accountants appointed by the Authority, and who, or each of whom, is independent with respect to the Authority, pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Interest Account" means the account by that name created pursuant to the Subordinate Indenture.

"Maintenance and Operation Expenses" means all expenses of the Authority and Caltrans for the maintenance and operation of the Bay Area Bridges payable from Revenue, determined in accordance with generally accepted accounting principles, excluding any extraordinary or one-time expenses; expenses paid from proceeds of Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations; capital expenditures; expenditures for rehabilitation and operational improvement projects on the Bay Area Bridges; depreciation or obsolescence charges or reserves therefor; credit, liquidity or remarketing fees relating to Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations; and amortization of intangibles or other bookkeeping entries of a similar nature.

"Maximum Annual Debt Service" means the highest amount of payments due on Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations for any Fiscal Year during the period from the date of such determination through the final maturity date of the Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations then Outstanding and proposed to be issued, as calculated by the Authority, utilizing the following assumptions about payments on Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations (and if more than one of the following assumptions could apply to any such payment, the Authority shall select the assumption to be applied):

(i) in determining the principal amount of a Subordinate Bond, Subordinate Parity Obligation or Senior Obligation due in each year, payment shall be assumed to be made in accordance with the amortization schedule established for such principal, including any minimum sinking fund or account payments;

(ii) if 20 percent or more of the principal of a Series of Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations is not due until the final stated maturity of that Series of Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations, principal and interest may be treated as if such principal and interest were due based upon a level amortization of such principal and interest over the term of that Series of Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations;

(iii) if the Subordinate Bond, Subordinate Parity Obligation or Senior Obligation is supported by a line of credit or a letter of credit, principal may be treated as if it were due based upon the level amortization of such principal over the maximum term of repayment of borrowings under such line of credit or letter of credit;

(iv) if an Outstanding Subordinate Bond, Subordinate Parity Obligation or Senior Obligation bears a variable interest rate, the interest rate shall be assumed to be the greater of (a) the daily average interest rate during the 12 months ending with the month preceding the date of calculation, or such shorter period that the Subordinate Bond, Subordinate Parity Obligation or Senior Obligation has been Outstanding, or (b) the rate of interest on that Bond, Subordinate Parity Obligation or Senior Obligation on the date of calculation;

(v) if Subordinate Bonds or Subordinate Parity Obligations proposed to be issued will be variable interest rate obligations, the interest on which is excluded from gross income for federal income tax purposes, then such obligations shall be assumed to bear interest at an interest rate equal to the average SIFMA Index during the three months preceding the month of calculation, or if SIFMA Index is no longer published, at an interest rate equal to 75% of the average One Month USD LIBOR Rate during that three month period, or if the One Month USD LIBOR Rate is not available for such period, another similar rate or index selected by the Authority;

(vi) if Subordinate Bonds or Subordinate Parity Obligations proposed to be issued will be variable interest rate obligations the interest on which is included in gross income for federal income tax purposes, then such obligations shall be assumed to bear interest at an interest rate equal to the average One Month USD LIBOR Rate during the three months preceding the month of calculation, or if the One Month USD LIBOR Rate is not available for such period, another similar rate or index selected by the Authority;

(vii) if Subordinate Bonds proposed to be issued are part of a Commercial Paper Program, the principal of such Subordinate Bonds may be treated as if such principal were due based upon a 30-year level amortization of principal from the date of calculation and the interest on such Subordinate Bonds shall be calculated as if such Subordinate Bonds were variable interest rate Subordinate Bonds;

(viii) if the variable interest on any Subordinate Bond, Subordinate Parity Obligation or Senior Obligation plus the variable payments due to the Authority and fixed payments due from the Authority under a Qualified Swap Agreement or a Swap designated by the Authority are treated by the Authority as synthetic fixed rate debt, the variable interest rate Subordinate Bond or Subordinate Parity Obligation or Senior Obligation may be treated as bearing such synthetic fixed rate for the duration of the synthetic fixed rate;

(ix) if the fixed interest on any Subordinate Bond, Subordinate Parity Obligation or Senior Obligation plus the fixed payments due to the Authority and variable payments due from the Authority under a Qualified Swap Agreement or a Swap designated by the Authority are treated by the Authority as synthetic variable rate debt, the fixed interest rate Subordinate Bond, Subordinate Parity Obligation or Senior Obligation may be treated as bearing such synthetic variable rate for the duration of the synthetic variable rate and such synthetic variable rate shall be calculated using the principles of clauses (iv), (v) or (vi) of this definition;

(x) if any of the Subordinate Bonds, Subordinate Parity Obligations, or Senior Obligations are Short-Term Put Bonds, the principal of such obligations may be treated as if such principal were due based upon a 30-year level amortization of principal from the date of calculation and the interest on such obligations may be calculated as if such obligations were variable interest rate Subordinate Bonds;

(xi) principal and interest payments on Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations may be excluded to the extent such payments are to be paid from amounts then currently on deposit with the Subordinate Trustee or another fiduciary in escrow specifically therefor and interest payments on any Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations may be excluded to the extent that such interest payments are to be paid from capitalized interest held by the Subordinate Trustee or another fiduciary specifically to pay such interest;

(xii) if any of the Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations are, or upon issuance will be, obligations for which the Authority is entitled to receive Subsidy Payments, as evidenced by an Opinion of Bond Counsel delivered at the time of issuance of such Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations, the obligations may be treated as bearing an interest rate equal to the rate of interest borne or assumed to be borne, as applicable, by the obligations for the period of determination minus the Subsidy Payments to which the Authority is entitled for that period;

(xiii) Any payment obligation under a Subordinate Bond, Subordinate Parity Obligation or Senior Obligation that was or is optional or contingent (such as the obligation to make a termination payment under a Qualified Swap Agreement or a Swap), whether or not the option is exercised or the contingency occurs, and any payments that are not scheduled payments, may be excluded;

(xiv) if any of the Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations are, or upon issuance will be, obligations payable in a currency other than lawful currency of the United States of America, then such obligations shall be assumed to be payable in lawful currency of the United States at the rate payable by the Authority pursuant to the Authority's related currency swap or contract entered into in connection with such obligations or, in the absence of such swap or contract, at the rate determined by the Authority using a currency market conversion factor selected by the Authority.

"Moody's" means Moody's Investors Service, 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, the term "Moody's" shall be deemed to refer to any other nationally recognized statistical rating organization selected by the Authority.

"MSRB" means the Municipal Securities Rulemaking Board, and its successors and assigns. Until otherwise designated by the MSRB, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB located at http://emma.msrb.org.

"MTC" means the Metropolitan Transportation Commission, a regional transportation commission duly established and existing pursuant to Sections 66500 et seq. of the California Government Code, and any successor thereto.

"Nominee" means the nominee of the Securities Depository for the Book-Entry Bonds in whose name such Subordinate Bonds are to be registered. The initial Nominee shall be Cede & Co., as the nominee of DTC.

"One Month USD LIBOR Rate" means the ICE Benchmark Administration (or any successor administrator of LIBOR rates) average of interbank offered rates in the London market for Dollar deposits for a one month period as reported in the Wall Street Journal or, if not reported in such newspaper, as reported in such other source as may be selected by the Authority.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding," when used with reference to Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations means all Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations that have been issued by the Authority, except Subordinate Bonds, Subordinate Parity Obligations, and Senior Obligations: (i) canceled or delivered for cancellation; (ii) deemed to be paid in accordance with the provisions of the Subordinate Indenture or any similar provisions in the constituent instruments defining the rights of the holders of Subordinate Parity Obligations or Senior Obligations; (iii) in lieu of which other Subordinate Bonds, Subordinate Parity Obligations or Senior Obligations have been authenticated under the provisions of the Subordinate Indenture or any similar provisions in the constituent instruments defining the rights of the holders of Subordinate Parity Obligations or Senior Obligations; and (iv) held by or for the account of the Authority.

"Participating Underwriter" means any of the original underwriters of any Series of Subordinate Bonds required to comply with Rule 15c2-12.

"Permitted Investments" means the following:

(i) bonds or other obligations of or fully and unconditionally guaranteed by the United States of America as to timely payment of principal and interest on such bonds or other obligations, including obligations described in clause (iii) below to the extent fully and unconditionally guaranteed by the United States of America, and including interest strips of any such obligations or 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) federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including obligations of Fannie Mae Corporation, Government National Mortgage Association, Farm Credit System Financial Corporation, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, 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;

(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 notes 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, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in either of the two highest Rating Categories by Moody's or S&P; provided, that, in the event such obligations are in the form of variable rate demand bonds, the obligations shall have mandatory investor tender rights supported by a third-party liquidity facility from a financial institution with short-term ratings in the highest Rating Category by Moody's or S&P;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) that 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 for redemption on the date or dates specified in such instructions, (b) that 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) that 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) that are rated in one of the two highest long-term Rating Categories by Moody's or S&P;

(vii) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are rated by Moody's or S&P in their highest short-term Rating Category, or, if the term of such indebtedness is longer than three (3) years, rated by Moody's or S&P in one of their two highest long-term Rating Categories, for comparable types of debt obligations;

(viii) demand or time deposits, trust funds, trust accounts, interest-bearing money market accounts, interest bearing deposits, overnight bank deposits, bankers' acceptances of depository institutions or certificates of deposit, whether negotiable or nonnegotiable, including those placed by a third party pursuant to an agreement between the Authority and the Subordinate Trustee 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 Subordinate Trustee or any of its affiliates) or by a state licensed branch of any foreign bank, 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, that 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 Subordinate 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 Subordinate 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 Subordinate Trustee shall be entitled to rely on each such undertaking, or (3) rated in one of the two highest long-term Rating Categories by Moody's or S&P;

(ix) taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Moody's or S&P;

(x) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest short-term Rating Category, if any, and in either of the two highest long-term Rating Categories, if any, by Moody's or S&P, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligations by the Subordinate Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by Moody's or S&P;

(xi) any repurchase agreement entered into with a financial institution or insurance company (including the Subordinate Trustee or any of its affiliates) that has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in either of the two highest long-term Rating Categories by Moody's or S&P, 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 weekly) at least equal to one hundred three percent (103%) of the principal amount of such investment and shall be lodged with the Subordinate Trustee or other fiduciary, as custodian, by the provider executing such repurchase agreement, and the provider executing each such repurchase agreement required to be so secured shall furnish the Subordinate Trustee with an undertaking satisfactory to the Subordinate Trustee to the effect that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least weekly) will be an amount equal to one hundred three percent (103%) of the principal amount of each such repurchase agreement and the Subordinate Trustee shall be entitled to rely on each such undertaking;

(xii) any cash sweep or similar account arrangement of or available to the Subordinate Trustee, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Permitted Investments and any money market fund, the entire investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Permitted Investments; provided that as used in this clause (xii) and clause (xiii) 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), including, without limitation any mutual fund for which the Subordinate Trustee or an affiliate of the Subordinate Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Subordinate Trustee or an affiliate of the Subordinate Trustee receives fees from funds for services rendered, (2) the Subordinate Trustee collects fees for services rendered pursuant to the Subordinate Indenture, which fees are separate from the fees received from such funds, and (3) services performed for such funds and pursuant to the Subordinate Indenture may at times duplicate those provided to such funds by the Subordinate Trustee or an affiliate of the Subordinate Trustee;

(xiii) any investment agreement with, or the obligations under which are guaranteed by, a financial institution or insurance company or domestic or foreign bank that has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in either of the two highest long-term Rating Categories by Moody's or S&P;

(xiv) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (vi) above and which companies have either the highest rating by Moody's or S&P or have an investment advisor registered with the Securities and Exchange Commission with not less than 5 years experience investing in such securities and obligations and with assets under management in excess of $500,000,000;

(xv) shares in a California common law trust, established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code, that invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended from time to time;

(xvi) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to the Subordinate Indenture; and

(xvii) any investment approved by the Board for which a Rating Confirmation is received from each rating agency then rating any of the Subordinate Bonds at the request of the Authority that such investment will not adversely affect such rating agency's rating on such Subordinate Bonds.

"Person" means any natural person, firm, partnership, association, corporation, or public body.

"Principal Account" means the account by that name created pursuant to the Subordinate Indenture.

"Principal Office" means, with respect to the Subordinate Trustee, the corporate trust office of the Subordinate Trustee at 700 South Flower Street, Suite 500, Los Angeles, CA 90017, and solely for purposes of the presentation of Subordinate Bonds for transfer, exchange or payment, such other or additional offices as may be designated by the Subordinate Trustee from time to time.

"Project Fund" means, with respect to a Series of Subordinate Bonds, a Project Fund established in the Supplemental Indenture providing for the issuance of such Series of Subordinate Bonds.

"Purchase Price" means, with respect to Subordinate Bonds, the amount set forth in the Subordinate Indenture as the amount to be paid when such Subordinate Bonds are tendered for purchase or deemed tendered for purchase in accordance with the provisions of the Subordinate Indenture.

"Qualified Swap Agreement" means a contract or agreement, intended to place Senior Bonds or such investments as the Authority shall specify in a resolution authorizing the execution of such contract or agreement, on the interest rate, currency, cash flow or other basis desired by the Authority, payments (other than payments of fees and expenses and termination payments) with respect to which the Authority has specified in its authorizing resolution shall be payable from Revenue on a parity with the payment of Senior Bonds, including, without limitation, any interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract, any contract providing for payments based on levels of, or changes in, interest rates, currency exchange rates, stock or other indices, any contract to exchange cash flows or a series of payments, or any contract, including, without limitation, an interest rate floor or cap, or an option, put or call, to hedge payment, currency, rate, spread or similar exposure, between the Authority and a Swap Party, provided that in each case: (i) the notional amount of the Qualified Swap Agreement shall not exceed the principal amount of the related Senior Bonds or the amount of such investments, as applicable; and (ii) the Authority shall have received a Rating Confirmation from each Rating Agency then rating any series of Senior Bonds at the request of the Authority with respect to such Qualified Swap Agreement.

"Rating Agency" means each of Moody's and 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.

"Rating Confirmation" means written evidence from each rating agency then rating any Series of Subordinate Bonds or Senior Bonds at the request of the Authority to the effect that, following the event that requires the Rating Confirmation, the then current rating for such Series of Subordinate Bonds or Senior Bonds, as applicable, will not be lowered to a lower Rating Category or suspended or withdrawn solely as a result of the occurrence of such event.

"Rebate Fund" means the fund by that name created pursuant to the Subordinate Indenture.

"Redemption Fund" means the fund by that name created pursuant to the Subordinate Indenture.

"Representation Letter" means the letter or letters of representation from the Authority to, or other instrument or agreement with, a Securities Depository for Book-Entry Bonds, in which the Authority, among other things, makes certain representations to the Securities Depository with respect to the Book-Entry Bonds, the payment thereof and delivery of notices with respect thereto.

"Reserve Facility" means a surety bond or insurance policy issued to the Subordinate Trustee by a company licensed to issue a surety bond or insurance policy guaranteeing the timely payment of the principal of and interest on the Subordinate Bonds supported by the Reserve Facility.

"Reserve Facility Costs" means amounts owed with respect to repayment of draws on a Reserve Facility, including interest thereon at the rate specified in the agreement pertaining to such Reserve Facility and expenses owed to the Reserve Facility Provider in connection with such Reserve Facility.

"Reserve Facility Provider" means any provider of a Reserve Facility, any successor thereto or any replacement therefor.

"Reserve Fund" means the fund by that name created pursuant to the Subordinate Indenture.

"Reserve Requirement" for any Subordinate Bonds means, as of any date of calculation, the amount specified by a Supplemental Indenture as the amount required to be held in the Reserve Fund for the payment of principal of and interest on those Subordinate Bonds.

"Revenue," as defined in the Subordinate Indenture, means: (i) Bridge Toll Revenues; (ii) all interest or other income from investment of money in any fund or account of the Authority, including the Operations and Maintenance Fund established under the Senior Indenture; (iii) all amounts on deposit in the funds and accounts established pursuant to the Senior Indenture and held by the Senior Indenture Trustee (excluding amounts held in the reserve fund for Senior Bonds, the proceeds of sale of Senior Bonds, Subsidy Payments with respect to Senior Bonds, the rebate fund under the Senior Indenture and any fund or account established to hold the proceeds of a drawing on any credit support instrument (as defined in the Senior Indenture)); (iv) all amounts on deposit in the funds and accounts established pursuant to the Subordinate Indenture and held by the Subordinate Trustee (excluding the Rebate Fund and any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument and including any Subsidy Payments deposited pursuant to the Subordinate Indenture); (v) all interest or other income from investment of money in the funds and accounts established pursuant to the Senior Indenture and held by the Senior Indenture Trustee (excluding the proceeds of Senior Obligations, Subsidy Payments with respect to Senior Bonds, the rebate fund under the Senior Indenture and any fund or account established to hold the proceeds of a drawing on any credit support instrument (as defined in the Senior Indenture)); (vi) all interest or other income from investment of money in the funds and accounts established pursuant to the Subordinate Indenture and held by the Subordinate Trustee (excluding the Rebate Fund and any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument); and (vii) all Swap Revenues.

"Revenue Bond Law of 1941" means Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 54300), as the same may be amended from time to time hereafter.

"Rule 15c2-12" means Securities and Exchange Commission Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, 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, the term “S&P” shall be deemed to refer to any other nationally recognized statistical rating organization selected by the Authority.

“Securities Depository” means DTC or any other trust company or other entity that provides a book-entry system for the registration of ownership interests in securities and which is acting as security depository for Book-Entry Bonds.

“Senior Bonds” means bonds or commercial paper authorized by, and at any time Outstanding pursuant to, the Senior Indenture and bonds or commercial paper that are “parity obligations” as defined in the Senior Indenture.

“Senior Indenture” means the Master Indenture between the Authority and MUFG Union Bank, N.A., as Trustee, dated as of May 1, 2001, as amended and supplemented, and each other indenture of trust or resolution, if any, under which Senior Bonds are Outstanding.

“Senior Indenture Fees and Expenses Fund” means the special fund created under the Senior Indenture designated therein as the “Fees and Expenses Fund.”

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

“Senior Obligations” means Senior Bonds, regularly-scheduled payments on Qualified Swap Agreements, reserve costs for Senior Obligations required by the Senior Indenture, and other obligations of the Authority that are payable from Revenue on a parity with the payment of principal of and interest on Senior Bonds or otherwise prior to the Subordinate Bonds and Subordinate Parity Obligations.

“Series” means all Subordinate Bonds identified in the Subordinate Indenture as a separate Series or all Senior Bonds identified in the Senior Indenture as a separate Series, as applicable.

“Short-Term Put Bond” means a Subordinate Bond, Subordinate Parity Obligation or Senior Obligation with a stated maturity of five years or less, the principal of which the Authority determines on or before the date of issuance that it intends to pay from remarketing proceeds or proceeds of refunding obligations.

“SIFMA Index” means Securities Industry and Financial Markets Association Municipal Swap Index as of the most recent date such index was published by the Securities Industry and Financial Markets Association or any successor thereto, or in the event such index is no longer published by the Securities Industry and Financial Markets Association or any successor thereto, such comparable replacement index as shall be published by the Securities Industry and Financial Markets Association or any successor thereto. In the event that such comparable replacement index is no longer published by the Securities Industry and Financial Markets Association or any successor thereto, an alternative index shall be selected by the Authority.

“Sinking Fund Installment” means, with respect to any Series of Subordinate Bonds, each amount so designated for the Term Bonds of such Series in the Supplemental Indenture providing for the issuance of such Series of Subordinate Bonds requiring payments by the Authority to be applied to the retirement of such Series of Subordinate Bonds on and prior to the stated maturity date thereof.

“State” means the State of California.

“Subordinate Bonds” means the Subordinate Bonds or commercial paper identified as the Bay Area Toll Authority San Francisco Bay Area Subordinate Toll Bridge Revenue Bonds authorized by, and at any time Outstanding pursuant to, the Subordinate Indenture.

“Subordinate Indenture” means the Subordinate Indenture, dated as of June 1, 2010, by and between the Authority and the Subordinate Trustee, as amended or supplemented from time to time as permitted thereby.

"Subordinate Parity Obligations" means obligations of the Authority that are payable from Revenue on a parity with the payment of principal of and interest on Subordinate Bonds, including payments to the holders of obligations of the Authority entered into pursuant to California Government Code section 5922 (or any similar statute), in each case to the extent the Authority has contracted to make those payments as Subordinate Parity Obligations.

"Subordinate Trustee" means The Bank of New York Mellon Trust Company, N.A., a national bank association duly organized and existing under and by virtue of the laws of the United States of America, or its successor.

"Subsidy Payments" means payments from the United States Treasury to or upon the order of the Authority pursuant to Sections 54AA and 6431 of the Code with respect to Subordinate Bonds, Subordinate Parity Obligations, or Senior Obligations.

"Supplemental Indenture" means any indenture executed and delivered by the Authority and the Subordinate Trustee that is stated to be a supplemental indenture to the Subordinate Indenture.

"Swap" means any interest rate swap agreement, currency swap agreement, forward payment conversion agreement or futures contract, any contract providing for payments based on levels of, or changes in, interest rates, currency exchange rates, stock or other indices, any contract to exchange cash flows or a series of payments, or any contract, including, without limitation, an interest rate floor or cap, or an option, put or call, to hedge payment, currency, rate, spread or similar exposure, between the Authority and a Swap Party, which is not a Qualified Swap Agreement.

"Swap Party" means each entity that is a party to either a Qualified Swap Agreement or a Swap entered into with the Authority.

"Swap Revenues" means any amount paid by a Swap Party to the Authority pursuant to any Qualified Swap Agreement or Swap, after any netting of payments required by such Qualified Swap Agreement or Swap, as applicable, and any payments paid to the Authority by a Swap Party as consideration for termination or amendment of a Qualified Swap Agreement or Swap, as applicable.

"Tax Certificate" means the Tax Certificate delivered by the Authority at the time of the issuance of a Series of Subordinate Bonds, as the same may be amended and supplemented in accordance with its terms.

"Term Bonds" means Subordinate Bonds of any Series that are payable on or before their specified maturity dates from Sinking Fund Installments established for that purpose in the Supplemental Indenture providing for the issuance of such Series of Subordinate Bonds, which Sinking Fund Installments are calculated to retire such Subordinate Bonds on or before their specified maturity dates.

"Written Instruction" means the Written Request of the Authority dated the date of delivery of the first Series of Subordinate Bonds and entitled "Instructions to Bond Trustees Regarding Fund Transfers Under Master Indenture and Subordinate Indenture."

"Written Request of the Authority" means an instrument in writing signed by an Authorized Representative.

THE SUBORDINATE INDENTURE

Statutory Lien; Pledges; Funds and Accounts

Statutory Lien. All Bridge Toll Revenues are to be deposited by the Authority in the Bay Area Toll Account and are subject to a statutory lien created pursuant to Section 30960 of the Act in favor of the holders of Senior Bonds and Bondholders to secure all amounts due on the Senior Bonds and the Subordinate Bonds and in favor of any provider of credit enhancement for the Senior Bonds and the Subordinate Bonds to secure all amounts due to that provider with respect to the Senior Bonds and the Subordinate Bonds, respectively. Pursuant to Section 30960 of the Act, such lien, subject to expenditures for operation and maintenance of the Bay Area Bridges, including toll collection, unless those expenditures are otherwise provided for by statute as provided in Section 30960(c) of the Act, is to immediately attach to the Bridge Toll Revenues as such Bridge Toll Revenues are received by the Authority and is to be effective, binding, and enforceable against the Authority, its successors, creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act, and the Bridge Toll Revenues are to remain subject to such statutory lien until all Subordinate Bonds are paid in full or provision made therefor, and the Bay Area Bridges are not to become toll-free prior to that time.

Pledge of State. Pursuant to Section 30963 of the Act, the State pledges and agrees with the Holders of the Subordinate Bonds and those parties who may enter into contracts with the Authority pursuant to the Act that the State will not limit, alter, or restrict the rights vested by the Act in the Authority to finance the toll bridge improvements authorized by the Act and agrees not to impair the terms of any agreements made with the Holders of the Subordinate Bonds and the parties who may enter into contracts with the Authority pursuant to the Act and pledges and agrees not to impair the rights or remedies of the Holders of Subordinate Bonds or any such parties until the Subordinate Bonds, together with interest, are fully paid and discharged and any contracts are fully performed on the part of the Authority.

Pledge of Revenue and Certain Funds and Accounts. All Revenue and all amounts (including the proceeds of Subordinate Bonds) held by the Subordinate Trustee in each fund and account established under the Subordinate Indenture (except for amounts on deposit in the Rebate Fund and amounts on deposit in any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument) are pledged to secure the punctual payment of the principal of and interest on the Subordinate Bonds, Subordinate Parity Obligations and Reserve Facility Costs, subject only to the provisions of the Subordinate Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein. Said pledge constitutes a lien on such amounts, is valid and binding without any physical delivery or further act and will be irrevocable until all Subordinate Bonds, Subordinate Parity Obligations and Reserve Facility Costs are no longer Outstanding. The pledge and lien are subordinate to every pledge and lien, theretofore or thereafter made, to secure the payment of the principal of and interest on Senior Bonds and amounts due on other Senior Obligations. The pledge to secure payment of Reserve Facility Costs set forth in the Subordinate Indenture is on a basis subordinate to the pledge of such amounts to the Subordinate Trustee for payment of the Subordinate Bonds and Subordinate Parity Obligations.

Funds and Accounts

Establishment and Application of Bond Fund. Not less than three Business Days prior to each date when the Authority is required to pay principal or interest on the Subordinate Bonds or amounts due on Subordinate Parity Obligations, as provided in the Subordinate Indenture, the Authority is to transfer to the Subordinate Trustee, from the Bay Area Toll Account, for deposit in the Bond Fund, such amount of Revenue as is required to increase the balance of the Bond Fund to an amount sufficient to pay all Subordinate Bonds and Subordinate Parity Obligations then due and payable and such amount as is required by the Subordinate Indenture to replenish the Reserve Fund for any Subordinate Bonds and to pay Reserve Facility Costs then due and payable. To the extent the interest rate on the Subordinate Bonds or Subordinate Parity Obligations has not yet been determined, the Subordinate Trustee is to assume such rate to be 12% per annum or such other rate as the Authority specifies to the Subordinate Trustee in writing at the time of such transfer.

All Revenue so received by the Subordinate Trustee will be deposited by the Subordinate Trustee in the Bond Fund, which the Subordinate Trustee is to establish, maintain and hold in trust. All Subsidy Payments with respect to Subordinate Bonds received by the Subordinate Trustee will be deposited in the Bond Fund. All amounts held in the Bond Fund are to be held, applied, used and withdrawn only as provided in the Subordinate Indenture or in the Written Instruction. The Subordinate Trustee has been instructed by the Authority to transfer to the Senior Indenture Trustee any Revenue (as defined in the Senior

Indenture) on deposit in the Bond Fund held by the Subordinate Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Senior Obligations or to replenish the reserve fund for the Senior Bonds. Any such transfer to the Senior Indenture Trustee will not include proceeds of Subordinate Bonds, amounts attributable to interest subsidy payments received from the federal government on account of the issuance of Subordinate Bonds as Build America Bonds or any amounts attributable to a reserve account for Subordinate Bonds. The Senior Indenture Trustee has been instructed by the Authority to transfer to the Subordinate Trustee any amounts on deposit in the Fees and Expenses Fund under the Senior Indenture to the extent that there is any shortfall in the Bond Fund under the Subordinate Indenture of amounts needed to make timely payments of principal, interest, and premium, if any, on Subordinate Obligations and to replenish the reserve fund for the Subordinate Bonds, provided that no such transfer is to be made to the extent there is also a concurrent shortfall in the Bond Fund or reserve fund under the Senior Indenture. The Authority has instructed each trustee to notify the other trustee on the third Business Day preceding each principal or interest payment date of the need for such a transfer and to request such transfer on the second Business Day preceding each such payment date.

On or before each date when principal and interest on the Subordinate Bonds and amounts due on Subordinate Parity Obligations are due and payable, the Subordinate Trustee is to transfer from the Bond Fund and deposit (or transfer as appropriate to the holder or trustee of such Subordinate Parity Obligations the amounts then due thereon) into the following respective accounts (each of which the Subordinate Trustee is to establish and maintain within the Bond Fund), in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenue sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority.

(a) **Interest Account**. The Subordinate Trustee is to set aside in the Interest Account in the manner and at the times specified in the Subordinate Indenture amounts sufficient to pay the interest on the Subordinate Bonds and amounts due on Subordinate Parity Obligations as and when due. Moneys in the Interest Account are to be used and withdrawn by the Subordinate Trustee solely for the purpose of paying interest on the Subordinate Bonds and amounts due on Subordinate Parity Obligations as such interest and other amounts becomes due and payable, provided that moneys in any separate account established to pay interest on a Series of Subordinate Bonds is to be used and withdrawn solely to pay interest on such Subordinate Bonds as and when due.

(b) **Principal Account**. The Subordinate Trustee is to set aside in the Principal Account in the manner and at the times specified in the Subordinate Indenture amounts sufficient to pay the principal of Subordinate Bonds (including any sinking fund payments) as and when due (whether at maturity or upon redemption or on account of sinking fund requirements). Moneys in the Principal Account are to be used and withdrawn by the Subordinate Trustee solely for the purpose of paying principal of the Subordinate Bonds (including any sinking fund payments) as and when due, provided that moneys in any separate account established to pay principal on a Series of Subordinate Bonds are to be used and withdrawn solely to pay principal of such Subordinate Bonds as and when due.

Any moneys remaining in the Bond Fund after the foregoing transfers are to be transferred to the Reserve Fund until the amount on deposit in the Reserve Fund is equal to the Reserve Requirement for all Subordinate Bonds that have a Reserve Requirement and all Reserve Facility Costs have been paid and, if amounts remain on deposit in the Bond Fund after all such transfers are made, such amounts are to be transferred to or upon the order of the Authority. If such amounts are not sufficient to fulfill the Reserve Requirement for each Reserve Account within the Reserve Fund, such moneys transferred to the Reserve Fund are to be allocated ratably among each Reserve Account in proportion to the then-current deficiency therein.

Establishment, Funding and Application of the Reserve Fund; Reserve Accounts. On the date of issuance of any Series of Subordinate Bonds that has a Reserve Requirement, the Reserve Requirement for those Subordinate Bonds will be deposited in the Reserve Fund in an account solely for the benefit of those Subordinate Bonds. Alternatively, the Supplemental Indenture for any Series of Subordinate Bonds may establish a pooled Reserve Requirement for that Series of Subordinate Bonds and any one or more subsequently issued Series of Subordinate Bonds with the same pooled Reserve Requirement, in which case the Reserve Requirement for the initial such Series of Subordinate Bonds will be deposited in the Reserve Fund in an account solely for the benefit of those Subordinate Bonds and any additional Subordinate Bonds with the same pooled Reserve Requirement, and on the date of issuance of any such additional Subordinate Bonds, there will be deposited in the account the amount necessary to increase the balance in the account to an amount equal to the Reserve Requirement for all Subordinate Bonds secured by that account.

Moneys in an account in the Reserve Fund are to be used and withdrawn by the Subordinate Trustee solely for the purposes of paying principal of and interest on the Subordinate Bonds for which such account is held when such principal and interest are due if insufficient moneys for the payment thereof are on deposit in the Principal Account and the Interest Account or (together with any other moneys available therefor) for the payment of principal and interest on all such Subordinate Bonds then Outstanding when due whether upon maturity or earlier redemption or, for the payment of the final principal and interest payment of all such Subordinate Bonds that are Outstanding.

In the event that the Subordinate Trustee has withdrawn moneys in an account in the Reserve Fund for the purpose of paying principal and interest on Subordinate Bonds when due as provided in the provisions of the Subordinate Indenture described in the immediately preceding paragraph, the Subordinate Trustee will promptly notify the Authority of such withdrawal. Upon receipt of such notification, the Authority, on or prior to the first Business Day of each month, commencing the month after such notification is received from the Subordinate Trustee by the Authority, is to transfer to the Subordinate Trustee for deposit in that depleted account in the Reserve Fund, an amount equal to 1/12th of the aggregate initial amount of each unreplenished withdrawal until the amount on deposit in that account in the Reserve Fund is equal to the Reserve Requirement for the Subordinate Bonds secured by that account.

Upon receipt of any notification from the Subordinate Trustee of a deficiency in the Reserve Fund due to any required valuation of investments in the Reserve Fund provided by the Subordinate Trustee pursuant to the Subordinate Indenture, the Authority, on or prior to the first Business Day of each month, commencing the month after such notification is received from the Subordinate Trustee by the Authority, is to transfer to the Subordinate Trustee for deposit in the Reserve Fund, an amount equal to 1/12th of the aggregate amount of such deficiency until the amount on deposit in the Reserve Fund is equal to the Reserve Requirement for all Subordinate Bonds secured by the Reserve Fund.

The Reserve Requirement for any Series of Subordinate Bonds may be permitted or required by the Supplemental Indenture establishing the Reserve Requirement to be funded in whole or in part with a Reserve Facility. The terms and conditions for any Reserve Facility are to be set forth in the Reserve Facility or the Supplemental Indenture establishing the Reserve Requirement to be met in whole or in part by the Reserve Facility, provided that those terms and conditions must conform to and be consistent with the provisions set forth in the Subordinate Indenture.

The Subordinate Trustee is to withdraw cash (and liquidate investments to produce cash) and draw on Reserve Facilities in any account in the Reserve Fund to fund payments of principal of and interest on Subordinate Bonds supported by such account in the Reserve Fund in the manner and in the order specified in the applicable Supplemental Indenture or Supplemental Indentures.

The Subordinate Indenture will not be discharged until all Reserve Facility Costs owing to a Reserve Facility Provider have been paid in full.

Establishment and Application of Redemption Fund. The Subordinate Trustee is to establish, maintain and hold in trust a special fund designated as the "Redemption Fund." All moneys deposited by the Authority with the Subordinate Trustee for the purpose of redeeming Subordinate Bonds of any Series, unless otherwise provided in the Supplemental Indenture establishing the terms and conditions for such Series of Subordinate Bonds, are to be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund are to be used and withdrawn by the Subordinate Trustee solely for the purpose of redeeming Subordinate Bonds of such Series and maturity as are specified by the Authority in a Written Request of the Authority delivered to the Subordinate Trustee, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which such Series of Subordinate Bonds was issued. Such Written Request of the Authority may specify that amounts on deposit in the Redemption Fund that remain unclaimed for a specified period of time will be paid to the Authority, and the Subordinate Trustee is to pay such unclaimed amounts to the Authority in accordance with the Written Request of the Authority.

Establishment and Application of Rebate Fund. Upon the Written Request of the Authority, the Subordinate Trustee is to establish, maintain and hold in trust a separate fund designated as the "Rebate Fund" and there will be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to each Tax Certificate and the Code. All money at any time deposited in the Rebate Fund is to be held by the Subordinate Trustee to satisfy the Rebate Requirement (as defined in the Tax Certificate) for payment to the United States of America. The Subordinate Trustee will have no responsibility with respect to the Rebate Fund or the Rebate Requirement except to follow the written instructions of the Authority.

Investment of Moneys in Funds and Accounts

Moneys held by the Authority in the Bay Area Toll Account and in the funds and accounts created under the Subordinate Indenture and held by the Authority will be invested and reinvested in any lawful investment of the Authority.

Moneys held by the Subordinate Trustee in the funds and accounts created under the Subordinate Indenture are to be invested and reinvested in Permitted Investments in accordance with the written instructions of an Authorized Representative.

Unless otherwise specified in the Supplemental Indenture creating a Series of Subordinate Bonds, all Permitted Investments are to be held by or under the control of the Subordinate Trustee and will be deemed at all times to be a part of the fund or account that was used to purchase the Permitted Investment. Unless otherwise provided by a Written Request of the Authority or in a Supplemental Indenture, all interest, profits and other income received from the investment of moneys in any fund or account held by the Subordinate Trustee, other than the Rebate Fund or a Project Fund, are to be transferred to the Bond Fund when received. All interest, profits and other income received from the investment of moneys in the Rebate Fund will be deposited in the Rebate Fund. Unless otherwise provided in the Supplemental Indenture establishing a Project Fund, all interest, profits and other income received from the investment of moneys in each Project Fund are to be deposited in such Project Fund. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Permitted Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Permitted Investment is to be credited to the fund or account from which such accrued interest was paid.

The Subordinate Trustee is authorized to sell or redeem and reduce to cash a sufficient amount of Permitted Investments whenever the cash balance in any fund or account is or will be insufficient to make any required disbursement. The Subordinate Trustee is not to be responsible for any depreciation in the value of any Permitted Investment or for any loss resulting from such sale or redemption. Absent a Written Request of the Authority instructing the Subordinate Trustee how to invest the cash balance in a fund or account held by the Subordinate Trustee thereunder, the Subordinate Trustee is to hold such cash balances uninvested pending its receipt of such a Written Request of the Authority.

All Permitted Investments credited to the Reserve Fund are to be valued as of April 1 of each year (or the next succeeding Business Day if such day is not a Business Day). All Permitted Investments credited to the Reserve Fund are to be valued at their fair market value determined to the extent practical by reference to the closing bid price thereof published in *The Wall Street Journal* or any other financial publication or generally recognized pricing information service selected by the Subordinate Trustee in its discretion. The Subordinate Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

The Subordinate Trustee or its affiliates may act as sponsor, advisor, principal or agent in the acquisition or disposition of any investment with the prior written approval of an Authorized Representative. The Subordinate Trustee may commingle any of the moneys held by it pursuant to the Subordinate Indenture (except for amounts on deposit in the Rebate Fund and amounts on deposit in any fund or account established to hold the proceeds of a drawing on any Credit Support Instrument) for investment purposes only; provided, however, that the Subordinate Trustee is to account separately for the moneys belonging to each fund or account established pursuant to the Subordinate Indenture and held by it.

Subsidy Payments

The Authority irrevocably directs in the Subordinate Indenture that all Subsidy Payments with respect to Subordinate Bonds be made directly to the Subordinate Trustee for deposit in the Bond Fund pursuant to the Subordinate Indenture. Any such Subsidy Payments received by the Authority will be promptly remitted to the Subordinate Trustee. The Subordinate Trustee will deposit all such Subsidy Payments to the Bond Fund upon receipt thereof and thereby constitute those amounts Revenue. The Subordinate Trustee will file such forms with the Internal Revenue Service and take all other such actions as the Authority has notified it in writing may be necessary to request and receive such Subsidy Payments on the Authority's behalf and the Subordinate Trustee will have no responsibility therefor other than following the Authority's written instructions. Subsidy Payments with respect to the Senior Bonds are paid directly to the Senior Indenture Trustee.

Additional Subordinate Bonds; Subordinate Parity Obligations; Subordinated Obligations

Restrictions on Issuance of Additional Subordinate Bonds. Subsequent to the initial issuance of Subordinate Bonds pursuant to the Subordinate Indenture, additional Subordinate Bonds or Subordinate Parity Obligations may be issued if the requirements of (a) or (b) below are met.

(a) the Subordinate Bonds or Subordinate Parity Obligations are issued for refunding purposes to provide funds for the payment of any or all of the following: (1) the principal or redemption price of the Outstanding Subordinate Bonds or Subordinate Parity Obligations or Senior Obligations to be refunded; (2) all expenses incident to the calling, retiring or paying of such Outstanding Subordinate Bonds or Subordinate Parity Obligations or Senior Obligations, the Costs of Issuance of such refunding Subordinate Bonds or Subordinate Parity Obligations, and any termination payments or other payments to the holders of obligations of the Authority entered into pursuant to California Government Code Section 5922 (or any similar statute) related to such Outstanding Subordinate Bonds or Subordinate Parity Obligations or Senior Obligations; (3) interest on all Outstanding Subordinate Bonds or Subordinate Parity Obligations or Senior Obligations to be refunded to the date such Subordinate Bonds or Subordinate Parity Obligations or Senior Obligations will be called for redemption or paid at maturity; and (4) interest on the refunding Subordinate Bonds or Subordinate Parity Obligations from the date thereof to the date of payment or redemption of the Subordinate Bonds or Subordinate Parity Obligations or Senior Obligations to be refunded.

(b) the Authorized Representative determines and certifies, as of the date of issuance of the additional Subordinate Bonds or Subordinate Parity Obligations, that either: (1) the ratio of (A)

Available Revenue for the most recent Fiscal Year for which audited financial statements are available to (B) Maximum Annual Debt Service, calculated as of the date of sale of, and including, such Subordinate Bonds or Subordinate Parity Obligations, will not be less than 1.20:1; or (2) the ratio of (A) projected Available Revenue for each of three consecutive Fiscal Years (beginning with the current Fiscal Year or the Fiscal Year after the current Fiscal Year) to (B) Debt Service, calculated as of the date of sale of and including such Subordinate Bonds or Subordinate Parity Obligations, for each such Fiscal Year, will not be less than 1.20:1, and of (X) projected Available Revenue for the third such consecutive Fiscal Year to (Y) Maximum Annual Debt Service, calculated as of the date of sale of, and including, such Subordinate Bonds or Subordinate Parity Obligations, will not be less than 1.20:1. In calculating projected Available Revenue, the Authority will take into account amounts projected to be received from any adopted toll increase or increases and any additional Bay Area Bridge or Bridges.

Proceedings for Issuance of Additional Subordinate Bonds. Subsequent to the initial issuance of Subordinate Bonds, whenever the Authority determines to issue additional Subordinate Bonds or Subordinate Parity Obligations, the Authority will, in addition to fulfilling the requirements of the Subordinate Indenture described above, file or provide to the Subordinate Trustee:

(a) a certificate of the Authority stating that no Event of Default has occurred and is then continuing;

(b) a certificate of the Authority stating that the applicable requirements of the Subordinate Indenture described under the caption "Restrictions on Issuance of Additional Subordinate Bonds" have been satisfied;

(c) such amount, in cash or in the form of a Reserve Facility, as will equal the Reserve Requirement, if any, for such Series of Subordinate Bonds for deposit in the Reserve Fund; and

(d) an Opinion of Bond Counsel to the effect that the Supplemental Indenture creating such Series of Subordinate Bonds has been executed and delivered by the Authority in accordance with the Subordinate Indenture and that such Series of Subordinate Bonds, when duly executed by the Authority and authenticated and delivered by the Subordinate Trustee, will be valid and binding obligations of the Authority.

Subordinated Obligations. Except to the extent restricted by a Supplemental Indenture, the Authority may issue or incur obligations payable out of Revenue on a basis junior and subordinate to the payment of the principal, interest and reserve fund requirements for the Subordinate Bonds and any Subordinate Parity Obligations.

Senior Obligations. The Authority may issue or incur additional Senior Bonds or other Senior Obligations pursuant to, and subject to the conditions and limitations contained in, the Senior Indenture.

Covenants of the Authority

Punctual Payment and Performance. The Authority will punctually pay the principal of and the interest on (and redemption premiums, if any) to become due on the Subordinate Bonds in strict conformity with the terms of the Act, the Subordinate Indenture and the Subordinate Bonds, and will faithfully observe and perform all of the agreements and covenants contained in the Subordinate Indenture and the Subordinate Bonds.

Against Encumbrances. The Authority will not create or cause or permit to be created any pledge, lien, charge or encumbrance having priority over the lien of the Subordinate Bonds and Subordinate Parity Obligations upon any of the Revenue except Senior Obligations. The Authority will not create or cause or permit to be created any pledge, lien, charge or encumbrance having parity with the lien of the Subordinate Bonds and Subordinate Parity Obligations upon any of the Revenue except Subordinate Bonds and Subordinate Parity Obligations. The Authority will not create or permit to be created or issue any Subordinate Bonds, notes or other obligations secured by a pledge of or charge or lien upon Revenue except Senior Obligations, Subordinate Bonds and Subordinate Parity Obligations, provided that the Authority may at any time, or from time to time, issue or incur subordinated obligations as provided in the Subordinate Indenture.

Tax Covenants. The Authority will not use or permit the use of any proceeds of the Subordinate Bonds or any funds of the Authority, directly or indirectly, to acquire any securities or obligations that would cause the interest on Subordinate Bonds intended by the Authority to be exempt from federal income taxation to become subject to federal income taxation, and will not take or permit to be taken any other action or actions that would cause any such Subordinate Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code and any such applicable regulations promulgated from time to time thereunder. The Authority will observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Authority will comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to Subordinate Bonds. In the event that at any time the Authority is of the opinion that for purposes of the provisions of the Subordinate Indenture it is necessary to restrict or to limit the yield on the investment of any moneys held by the Subordinate Trustee under the Subordinate Indenture, the Authority will so instruct the Subordinate Trustee under the Subordinate Indenture in writing, and the Subordinate Trustee is to take such action as may be necessary in accordance with such instructions.

Revenue Covenants. (a) The Authority covenants that it will at all times establish and maintain tolls on the Bay Area Bridges at rates projected by it to generate sufficient Revenue to pay, as and when due, amounts due on all Outstanding Senior Bonds, other Senior Obligations, Subordinate Bonds and Subordinate Parity Obligations, Maintenance and Operation Expenses, and other obligations of the Authority, and to otherwise comply with the Act.

(b) The Authority covenants to: (i) compute projected Available Revenue for each Fiscal Year (commencing with the Fiscal Year beginning July 1, 2010) and the ratio produced by dividing projected Available Revenue by projected Debt Service for that Fiscal Year (such ratio being hereinafter referred to as the "Coverage Ratio") within ten Business Days after the beginning of that Fiscal Year (such date of computation being hereinafter referred to as a "Coverage Calculation Date"); (ii) to promptly furnish to the Subordinate Trustee a Certificate of the Authority setting forth the results of such computations; and (iii) if the Coverage Ratio is less than 1.20:1, to take such action as promptly as practicable after the Coverage Calculation Date (including, without limitation, increasing Bridge Toll Revenues through toll increases) as the Authority projects is necessary to cause the projected Coverage Ratio for that Fiscal Year to equal or exceed 1.20:1.

Payment of Claims. The Authority will pay and discharge any and all lawful claims that, if unpaid, might become a charge or lien upon the Revenue or any part thereof, or upon any funds in the hands of the Authority or on deposit with the Subordinate Trustee, prior to or on a parity with the charge and lien upon the Revenue securing the Subordinate Bonds and any Subordinate Parity Obligations.

Accounting Records; Financial Statements and Other Reports. (a) The Authority will keep appropriate accounting records in accordance with generally accepted accounting principles. Such accounting records are at all times during business hours subject to the inspection of the Subordinate Trustee or of any Holder (or its representative authorized in writing).

(b) The Authority will prepare and file with the Subordinate Trustee annually within 210 days after the close of each Fiscal Year financial statements of the Authority for such Fiscal Year (which may be the financial statements of the Metropolitan Transportation Commission while the Authority is treated as a blended component unit thereof), together with an audit report thereon prepared by an Independent Certified Public Accountant.

Protection of Revenue and Rights of Holders. The Authority will preserve and protect the security of the Subordinate Bonds and Subordinate Parity Obligations and the rights of the Bondholders and the holders of Subordinate Parity Obligations and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Subordinate Bonds by the Authority, the Subordinate Bonds will be incontestable by the Authority.

Payment of Governmental Charges and Compliance with Governmental Regulations. The Authority will pay and discharge all taxes or payments in lieu of taxes, assessments and other governmental charges or liens that may be levied, assessed or charged upon the Revenue, or any part thereof, promptly as and when the same become due and payable, except that the Authority is not required to pay any such governmental charges so long as the application or validity thereof is contested in good faith and the Authority has set aside reserves to cover such payments.

Continuing Disclosure. Upon the issuance of any Series of Subordinate Bonds or upon conversion of any Series of Subordinate Bonds to an interest rate period requiring an undertaking regarding continuing disclosure under Rule 15c2-12, the Authority and the Subordinate Trustee covenant and agree in the Subordinate Indenture that they will execute and deliver a Continuing Disclosure Agreement with respect to such Series of Subordinate Bonds and comply with and carry out all of the provisions of such Continuing Disclosure Agreement applicable to each such party. Notwithstanding any other provision of the Subordinate Indenture, failure of the Authority or the Subordinate Trustee to comply with the provisions of any Continuing Disclosure Agreement does not constitute an Event of Default under the Subordinate Indenture; provided, however, that the Subordinate Trustee, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of any Series of Subordinate Bonds then Outstanding, will (but only to the extent that the Subordinate Trustee is indemnified to its satisfaction from any liability or expense, including fees and expenses of its attorneys) or any Owner or Beneficial Owner of a Subordinate Bond may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order to cause the Authority or the Subordinate Trustee, as applicable, to comply with its obligations under this paragraph.

Further Assurances. The Authority will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Subordinate Indenture and for the better assuring and confirming unto the Holders of the rights and benefits provided therein.

Events of Default and Remedies of Bondholders

Events of Default. The following events are Events of Default under the Subordinate Indenture:

(a) default in the payment of any interest on any Subordinate Bond when and as the same has become due;

(b) default in the payment of the principal of or premium, if any, on any Subordinate Bond when and as the same has become due, whether at the stated maturity or redemption date thereof or otherwise; and

(c) default in the observance or performance of any other covenant or agreement of the Authority contained in the Subordinate Indenture and the continuance thereof for a period of 60 days after written notice thereof to the Authority given by the Subordinate Trustee.

The Subordinate Trustee is not required to take notice or be deemed to have notice of any Event of Default of the type described in clause (c) above unless the Subordinate Trustee has been specifically notified in writing of such default by the Authority, or by the Owners of at least 25% in aggregate principal amount of all Subordinate Bonds then Outstanding, by means of a written notice delivered at the Principal Office of the Subordinate Trustee.

Application of Revenue and Other Funds After Default. If an Event of Default occurs and is continuing, all Revenue pledged under the Subordinate Indenture and any other funds then held or thereafter received by the Subordinate Trustee under any of the provisions of the Subordinate Indenture are to be under the control of and applied by the Subordinate Trustee as follows and in the following order:

(a) first, to the payment of any amounts due the Senior Indenture Trustee pursuant to the Written Instruction;

(b) second, to the payment of any expenses necessary in the opinion of the Subordinate Trustee to protect the interests of the Holders of the Subordinate Bonds and payment of reasonable charges and expenses of the Subordinate Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Subordinate Indenture; and

(c) third, to the payment of the principal and interest then due on Subordinate Bonds and amounts then due on Subordinate Parity Obligations, in the order in which such amounts became due, subject to the provisions of the Subordinate Indenture and of the Written Instruction.

Suits at Law or in Equity and Mandamus. In case one or more Events of Default occur, then and in every such case the Subordinate Trustee may, and will at the request of the Holders of not less than a majority of the aggregate principal amount of any Series of Subordinate Bonds then Outstanding (or such greater percentage of the Holders of Subordinate Bonds of any Series as may be specified in the Supplemental Indenture creating such Series) upon receiving adequate indemnity, potentially including indemnity provided by such Holders, proceed to protect and enforce Bondholder rights by such appropriate judicial proceeding as the Subordinate Trustee deems most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in the Subordinate Indenture, or in aid of the exercise of any power granted in the Subordinate Indenture, or to enforce any other legal or equitable right vested in the Bondholders by the Subordinate Indenture or the Subordinate Bonds or by law. The provisions of the Subordinate Indenture constitute a contract with each and every Bondholder and the duties of the Authority are to be enforceable by the Subordinate Trustee on behalf of any Bondholder by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction. Nothing therein is to be deemed to authorize the Subordinate Trustee to authorize or consent to or accept or adopt on behalf of any Bondholder any plan of reorganization, arrangement, adjustment, or composition affecting the Subordinate Bonds or the rights of any Holder thereof, or to authorize the Subordinate Trustee to vote in respect of the claim of any Bondholder in any such proceeding without the approval of the Bondholders so affected.

No Acceleration Permitted. The remedies available to the Subordinate Trustee and the Holders of Subordinate Bonds upon and following the occurrence of an Event of Default do not include acceleration of the maturity of any Subordinate Bonds. The remedies available to the Senior Indenture Trustee and the holders of Senior Bonds upon and following the occurrence of an event of default under the Senior Indenture do not include acceleration of the maturity of any Senior Bonds.

Subordinate Trustee

The Subordinate Trustee will be required to perform such duties and only such duties as are specifically set forth in the Subordinate Indenture. The Subordinate Trustee has accepted the duties imposed upon it under the Subordinate Indenture and agreed, among other things: to hold all sums held by it under the Subordinate Indenture in trust for the benefit of the Holders of Subordinate Bonds as provided in the Subordinate Indenture; to perform its obligations under the Subordinate Indenture; and to keep such books and records relating to its duties as Subordinate Trustee as is consistent with reasonable industry practice.

No provision of the Subordinate Indenture is to be construed to relieve the Subordinate Trustee from liability for its own negligent action or its own negligent failure to act, except that, at all times regardless of whether or not any Event of Default exists: (i) the duties and obligations of the Subordinate

Trustee are to be determined solely by the express provisions of the Subordinate Indenture, and the Subordinate Trustee is not to be liable except for the performance of such duties and obligations as are specifically set forth in the Subordinate Indenture, and no implied covenants or obligations are to be read into the Subordinate Indenture against the Subordinate Trustee; (ii) in the absence of bad faith on the part of the Subordinate Trustee, the Subordinate Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate, notice, order, requisition, request, consent or opinion furnished to the Subordinate Trustee conforming to the requirements of the Subordinate Indenture; but in the case of any such certificate, notice, order, requisition, request, consent or opinion which by any provision thereof is specifically required to be furnished to the Subordinate Trustee, the Subordinate Trustee is to be under a duty to examine the same to determine whether or not it, on its face, conforms to the requirements of the Subordinate Indenture; (iii) the Subordinate Trustee is not to be liable for any error of judgment made in good faith unless it is proved that the Subordinate Trustee was negligent in ascertaining the pertinent facts; and (iv) the Subordinate Trustee is not to 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 Holders of not less than a majority, or such larger or smaller percentage as may be required under the Subordinate Indenture, in aggregate principal amount of the Subordinate Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Subordinate Trustee or exercising any trust or power conferred upon the Subordinate Trustee under the Subordinate Indenture. The permissive right of the Subordinate Trustee to do things enumerated in the Subordinate Indenture as a right is not to be construed as a duty and the Subordinate Trustee is not to be answerable for other than its negligence or willful misconduct.

None of the provisions contained in the Subordinate Indenture are to require the Subordinate Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The Subordinate Trustee will not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. Before taking any action under the Subordinate Indenture relating to an Event of Default, the Subordinate Trustee may require that adequate indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability.

The Subordinate Trustee is not to be accountable for the use or application by the Authority of the proceeds of the Subordinate Bonds or for the use or application of any money paid over to the Authority by the Subordinate Trustee in accordance with the provisions of the Subordinate Indenture. The Subordinate Trustee has no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Subordinate Bonds other than information provided by the Subordinate Trustee for use therein, if any.

Whenever in the administration of the Subordinate Indenture the Subordinate Trustee deems it necessary or desirable that a matter be provided or established prior to taking or suffering any action to be taken under the Subordinate Indenture, such matter (unless other evidence in respect thereof is specifically prescribed in the Subordinate Indenture) may, in the absence of negligence or willful misconduct on the part of the Subordinate Trustee, be deemed to be conclusively proved and established by a Certificate of the Authority and delivered to the Subordinate Trustee and such certificate, in the absence of negligence or willful misconduct on the part of the Subordinate Trustee, will be full warrant to the Subordinate Trustee for any action taken, suffered or omitted by it under the provisions of the Subordinate Indenture upon the faith thereof.

Qualifications of Subordinate Trustee; Resignation; Removal. Under the Subordinate Indenture, there will at all times be a trustee that is a commercial bank, trust company or national association organized and doing business under the laws of the United States or of a state thereof, authorized under such laws to exercise corporate trust powers, having (or if such bank, trust company or national association is a member of a bank holding company system, its holding company has) a combined capital and surplus of at least five hundred million dollars ($500,000,000), and subject to supervision or examination by federal or state authority. If such banks, trust companies, or banking associations publish reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then, for the purposes of the Subordinate Indenture, the combined capital and surplus of such banks, trust companies or banking associations will be deemed to be their combined capital and surplus as set forth in their most recent reports of conditions so published.

The Subordinate Trustee may at any time resign by giving at least thirty (30) days' written notice to the Authority. Upon receiving such notice of resignation, the Authority, is to promptly appoint a successor trustee by an instrument in writing. If no successor trustee has been so appointed and has accepted appointment within thirty (30) days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide Holder of a Subordinate Bond for at least six months may, on behalf of itself and any others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

In case at any time either of the following occurs: (i) the Subordinate Trustee is to cease to be eligible in accordance with the provisions of the Subordinate Indenture and fails to resign after written request therefor by the Authority or by any Holder who has been a bona fide Holder of a Subordinate Bond for at least six months; or (ii) the Subordinate Trustee becomes incapable of acting, or is adjudged a bankrupt or insolvent, or a receiver of the Subordinate Trustee or of its property is appointed, or any public officer takes charge or control of the Subordinate Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Authority may remove the Subordinate Trustee and appoint a successor trustee by an instrument in writing executed by an Authorized Representative, or any Holder who has been a bona fide Holder of a Subordinate Bond for at least six months may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Subordinate Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Subordinate Trustee and appoint a successor trustee. If no successor trustee has been so appointed by the Authority and has accepted appointment within thirty (30) days after such removal, the Subordinate Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide Holder of a Subordinate Bond for at least six months may, on behalf of itself and any others similarly situated, petition any such court for the appointment of a successor trustee.

The Authority or Holders of a majority in aggregate principal amount of the Subordinate Bonds at the time Outstanding may at any time remove the Subordinate Trustee and appoint a successor trustee by an instrument or concurrent instruments in writing signed by an Authorized Representative of the Authority or by such Holders, as the case may be.

Any resignation or removal of the Subordinate Trustee and appointment of a successor trustee pursuant to any of the provisions of the Subordinate Indenture becomes effective upon written acceptance of appointment by the successor trustee acceptable to the Authority. Any successor trustee is to execute, acknowledge and deliver to the Authority and to its predecessor trustee an instrument accepting such appointment under the Subordinate Indenture, and thereupon the resignation or removal of the predecessor trustee becomes effective and such successor trustee, without any further act, deed or conveyance, becomes vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts under the Subordinate Indenture, with like effect as if originally named as Trustee therein; but, nevertheless, on the Written Request of the Authority or the request of the successor trustee, the predecessor trustee ceasing to act is to execute and deliver an instrument transferring to such successor trustee, upon the trusts therein expressed, all the rights, powers and trusts of the Subordinate Trustee so ceasing to act. Upon request of any such successor trustee, the Authority will execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor trustee all such rights, powers and duties. No successor trustee will accept appointment as provided in the Subordinate

Indenture unless at the time of such acceptance such successor trustee shall be eligible under the provisions of the Subordinate Indenture. Upon acceptance of appointment by a successor trustee as provided in the Subordinate Indenture, the Authority or such successor trustee will give Holders notice of the succession of such trustee to the trusts thereunder.

Any company into which the Subordinate 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 is a party or any company to which the Subordinate Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company is eligible under the Subordinate Indenture and acceptable to the Authority, will be the successor to such Subordinate Trustee without the execution or filing of any paper or any further act, anything in the Subordinate Indenture to the contrary notwithstanding.

In the event of the resignation or removal of the Subordinate Trustee, the Subordinate Trustee will deliver any money and any Subordinate Bonds and its related books and records held by it in such capacity to its successor.

The Subordinate Trustee may execute any of the trusts or powers thereof and perform any of its duties and responsibilities under the Subordinate Indenture by or through attorneys, agents or receivers, including issuing and paying agents as provided in the Subordinate Indenture, and the Subordinate Trustee is not to be answerable for the conduct of the same if appointed with due care under the Subordinate Indenture, provided that the Subordinate Trustee remains responsible for its duties under the Subordinate Indenture. The Subordinate Trustee may consult with counsel and the advice or any opinion of counsel is to be full and complete authorization and protection in respect of any action taken or omitted by it under the Subordinate Indenture in the absence of negligence and willful misconduct and in accordance with such advice or opinion of counsel.

Modification or Amendment of the Subordinate Indenture

Amendments Permitted Without Bondholder Consent. Except to the extent restricted by a Supplemental Indenture, the Authority and the Subordinate Trustee, without the consent of or notice to any Bondholders, may execute Supplemental Indentures amending the Subordinate Indenture for one or more of the following purposes:

(a) to grant to or confer upon the Bondholders of any Series any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders;

(b) to grant or pledge to the Bondholders of any Series any additional security;

(c) to amend the Subordinate Indenture in such manner as may be necessary or convenient in connection with the book-entry system for payments, transfers and other matters relating to the Subordinate Bonds;

(d) to cure any ambiguity or to correct or supplement any provision of the Subordinate Indenture that, in the Opinion of Bond Counsel, is defective or inconsistent with any other provision of the Subordinate Indenture;

(e) to make any change therein necessary, in the Opinion of Bond Counsel, to maintain the exclusion from gross income for federal income tax purposes of the interest on any Outstanding Subordinate Bonds intended by the Authority to bear federally tax-exempt interest;

(f) to make modifications or adjustments necessary in order to accommodate a Credit Support Instrument or a Reserve Facility;

(g) to modify, alter, amend or supplement the Subordinate Indenture if (1) all of the Subordinate Bonds to be affected thereby are variable interest rate bonds, (2) the modification, alteration, amendment or supplement will not become effective until written notice thereof has been given to Bondholders of the affected Series by the Subordinate Trustee, and (3) 30 days will have passed during which time such Bondholders will have had the opportunity to tender their variable interest rate Subordinate Bonds for purchase;

(h) to make any change therein that does not materially and adversely affect Bondholders (and the absence of a material or adverse effect may, but is not required to, be evidenced by a Certificate of the Authority or an Opinion of Bond Counsel); and

(i) to issue additional Subordinate Bonds under the Subordinate Indenture in accordance with the terms of the Subordinate Indenture;

provided, that no such amendment may permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Subordinate Bond, or (ii) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Subordinate Bond, or (iii) a preference or priority of any Subordinate Bond or Subordinate Bonds over any other Subordinate Bond or Subordinate Bonds, or (iv) a reduction in the aggregate principal amount of the Subordinate Bonds required for any consent to any amendment as described in the following paragraph.

Amendments Requiring Bondholder Consent. Exclusive of amendments authorized by the provisions of the Subordinate Indenture described above and subject to the terms and provisions contained in the Subordinate Indenture and in any Supplemental Indenture, the Holders of not less than a majority of the aggregate principal amount of the then Outstanding Subordinate Bonds, or if less than all of the Outstanding Subordinate Bonds are affected, the Holders of not less than a majority of the aggregate principal amount of the Outstanding Subordinate Bonds affected, will have the right, from time to time, anything contained in the Subordinate Indenture to the contrary notwithstanding, to consent to such other amendments thereto for the purpose of modifying, altering, amending, or supplementing any of the terms or provisions contained in the Subordinate Indenture or in any Supplemental Indenture; provided, however, that nothing in the Subordinate Indenture will permit, or be construed as permitting (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Subordinate Bond, or (ii) a reduction in the principal amount of, or the redemption premium or the rate of interest on, any Subordinate Bond, or (iii) a preference or priority of any Subordinate Bond or Subordinate Bonds over any other Subordinate Bond or Subordinate Bonds, or (iv) a reduction in the aggregate principal amount of the Subordinate Bonds required for any consent to any amendment.

Execution and Effect of Supplemental Indenture. Prior to executing any Supplemental Indenture, the Subordinate Trustee is entitled to receive and rely upon an Opinion of Bond Counsel to the effect that such Supplemental Indenture is authorized or permitted under the Subordinate Indenture. The Subordinate Trustee is not obligated to execute any Supplemental Indenture adversely affecting its rights, duties protections and immunities under the Subordinate Indenture. Upon the execution and delivery of any Supplemental Indenture pursuant to the provisions of the Subordinate Indenture, the Subordinate Indenture is to be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Subordinate Indenture of the Authority, the Subordinate Trustee and all Owners of Outstanding Subordinate Bonds are thereafter to be determined, exercised and enforced subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture are to be deemed to be part of the terms and conditions of the Subordinate Indenture for any and all purposes.

Discharge of Lien

Discharge of Lien and Security Interest. At the election of the Authority, upon payment in full of all the Subordinate Bonds and of all other amounts payable under the Subordinate Indenture, the pledge and lien on the Revenue arising under the Subordinate Indenture is to cease, determine and be void; provided, however, such discharge of the Subordinate Indenture will not terminate the powers and rights granted to the Subordinate Trustee with respect to the payment, transfer and exchange of the Subordinate Bonds.

The Authority may at any time surrender to the Subordinate Trustee for cancellation any Subordinate Bonds previously authenticated and delivered under the Subordinate Indenture that the Authority at its option may have acquired in any manner whatsoever and such Subordinate Bonds upon such surrender and cancellation will be deemed to be paid and retired.

Notwithstanding any provision in the Subordinate Indenture to the contrary, if the principal of or interest on any Subordinate Bonds are paid by a Credit Provider, those Subordinate Bonds are to remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority within the meaning of the Subordinate Indenture, and the pledge of the Revenue and all covenants, agreements and other obligations of the Authority as therein provided are to continue to exist and will run to the benefit of such Credit Provider, and such Credit Provider is to be subrogated to the rights of the Holders.

Provision for Payment of Subordinate Bonds. Subordinate Bonds (or any portion of the Subordinate Bonds) are to be deemed to have been paid within the meaning of the above paragraphs if:

(a) there have been irrevocably deposited with the Subordinate Trustee in trust either (i) lawful money of the United States of America in an amount that will be sufficient, or (ii) Defeasance Securities, the principal and interest on which when due, together with the moneys, if any, deposited with the Subordinate Trustee at the same time, will be sufficient (as confirmed by a report of an Independent Certified Public Accountant), to pay when due the principal amount of, redemption premium (if any) and all unpaid interest on such Subordinate Bonds (or any portion thereof) to the maturity or the redemption date thereof, as the case may be; and

(b) if any such Subordinate Bonds are to be redeemed on any date prior to their maturity, (i) the Subordinate Trustee has received (not less than 45 days prior to the proposed redemption date) in form satisfactory to it irrevocable written instructions from an Authorized Representative to redeem such Subordinate Bonds on such date and (ii) notice of such redemption has been given or provision satisfactory to the Subordinate Trustee has been irrevocably made for the giving of such notice.

In addition, all money so deposited with the Subordinate Trustee as provided in the provisions of the Subordinate Indenture described under subparagraph (a)(i) above may also be invested and reinvested, at the written direction of an Authorized Representative, in Defeasance Securities, maturing in the amounts and times as set forth in the Subordinate Indenture, subject to the confirming report of an Independent Certified Public Accountant as to the sufficiency thereof as provided in the provisions of the Subordinate Indenture described under subparagraph (a)(ii) above, and all income from all Defeasance Securities in the hands of the Subordinate Trustee pursuant to the Subordinate Indenture, that is not required for the payment of the principal of the Subordinate Bonds and interest and redemption premium, if any, thereon with respect to which such money has been so deposited, is to be deposited in the Bond Fund as and when realized and applied as is other money deposited in the Bond Fund, or in the event there are no longer any Subordinate Bonds Outstanding under the Subordinate Indenture, such income is to be automatically paid over to the Authority.

Notwithstanding any other provision of the Subordinate Indenture, no Subordinate Bond that is subject to optional or mandatory tender in accordance with the provisions of the Supplemental Indenture pursuant to which such Subordinate Bond was issued, is to be deemed to be paid within the meaning of the Subordinate Indenture, unless arrangements have been made to assure that such Subordinate Bond, if tendered for purchase prior to the date of its redemption or maturity in accordance with the provisions of the applicable Supplemental Indenture, could be paid and redeemed from such moneys or Defeasance Securities as are provided pursuant to the provisions of the Subordinate Indenture summarized under "Provision for Payment of Bonds."

Liability of Authority Limited to Revenue

The Authority is not required to advance any money derived from any source of income other than Revenue as provided in the Subordinate Indenture for the payment of the principal of or redemption premium, if any, or interest on the Subordinate Bonds or for the performance of any agreements or covenants contained therein. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring an indebtedness prohibited by the Subordinate Indenture.

Unless otherwise specified in a supplemental Indenture with respect to one or more Series of Bonds, the principal and Purchase Price of, premium, if any, and interest on the Subordinate Bonds will be payable in lawful currency of the United States of America.

Rights of Credit Providers

A Supplemental Indenture authorizing a Series of Subordinate Bonds may provide that any Credit Provider providing a Credit Support Instrument with respect to Subordinate Bonds of such Series may exercise any right under the Subordinate Indenture given to the Owners of the Subordinate Bonds to which such Credit Support Instrument relates.

All provisions under the Subordinate Indenture authorizing the exercise of rights by a Credit Provider with respect to consents, approvals, directions, waivers, appointments, requests or other actions, are to be deemed not to require or permit such consents, approvals, directions, waivers, appointments, requests or other actions and is to be read as if the Credit Provider were not mentioned therein during any period during which there is a default by such Credit Provider under the applicable Credit Support Instrument or after the applicable Credit Support Instrument at any time for any reason ceases to be valid and binding on the Credit Provider, or is declared to be null and void by final judgment of a court of competent jurisdiction, or after the Credit Support Instrument has been rescinded, repudiated by the Credit Provider or terminated, or after a receiver, conservator or liquidator has been appointed for the Credit Provider or if the Credit Provider is rated below Baa3 by Moody's or BBB- by S&P. All provisions relating to the rights of a Credit Provider are to be of no further force and effect if all amounts owing to the Credit Provider under a Credit Support Instrument have been paid and the Credit Support Instrument provided by such Credit Provider is no longer in effect.

APPENDIX D

BOOK-ENTRY ONLY SYSTEM

The following information concerning The Depository Trust Company ("DTC") and DTC's book-entry system has been obtained from sources that the Authority and the Underwriters believe to be reliable, but neither the Authority nor the Underwriters take responsibility for the accuracy thereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Official Statement and in APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE."

1. DTC will act as securities depository for the 2021 Series Bonds. The 2021 Series Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2021 Series Bond certificate will be issued for each maturity of each Series of the 2021 Series Bonds, in the aggregate principal amount of such maturity of the 2021 Series Bonds, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of the 2021 Series Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021 Series Bonds on DTC's records. The ownership interest of each actual purchaser of each 2021 Series Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2021 Series Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2021 Series Bonds, except in the event that use of the book-entry system for the 2021 Series Bonds is discontinued.

4. To facilitate subsequent transfers, all 2021 Series Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of 2021 Series Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021 Series Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021 Series Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The Authority and the Senior Indenture Trustee will not have any responsibility or obligation to such DTC Participants or the persons for whom they act as nominees with respect to the 2021 Series Bonds.

6. Redemption notices shall be sent to DTC. If less than all of the 2021 Series Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2021 Series Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2021 Series Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, principal, premium, if any, and interest payments on the 2021 Series Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Senior Indenture Trustee, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Senior Indenture Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Senior Indenture Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the 2021 Series Bonds at any time by giving reasonable notice to the Authority or the Senior Indenture Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2021 Series Bonds are required to be printed and delivered.

10. The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2021 Series Bonds certificates will be printed and delivered to DTC.

No Assurance Regarding DTC Practices

AS LONG AS CEDE & CO. OR ITS SUCCESSOR IS THE REGISTERED HOLDER OF THE 2021 SERIES BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE REGISTERED HOLDERS OF THE 2021 SERIES BONDS SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2021 SERIES BONDS. ANY FAILURE OF DTC TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTEXT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE 2021 SERIES BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE. Each person for whom a Participant acquires an interest in the 2021 Series Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such person, forwarded in writing by such Participant and to receive notification of all interest payments.

NONE OF THE AUTHORITY, THE SENIOR INDENTURE TRUSTEE, THE SUBORDINATE INDENTURE TRUSTEE OR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO THE PAYMENTS TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS, THE SELECTION OF THE BENEFICIAL INTERESTS IN THE 2021 SERIES BONDS TO BE REDEEMED IN THE EVENT OF REDEMPTION OF LESS THAN ALL 2021 SERIES BONDS OF A PARTICULAR MATURITY OR THE PROVISION OF NOTICE TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO THE 2021 SERIES BONDS. NO ASSURANCE CAN BE GIVEN BY THE AUTHORITY, THE SENIOR INDENTURE TRUSTEE, THE SUBORDINATE INDENTURE TRUSTEE OR THE UNDERWRITERS THAT DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR OTHER NOMINEES OF THE BENEFICIAL OWNERS WILL MAKE PROMPT TRANSFER OF PAYMENTS TO THE BENEFICIAL OWNERS, THAT THEY WILL DISTRIBUTE NOTICES, INCLUDING REDEMPTION NOTICES (REFERRED TO ABOVE), RECEIVED AS THE REGISTERED OWNER OF THE 2021 SERIES BONDS TO THE BENEFICIAL OWNERS, THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THE OFFICIAL STATEMENT.

In the event the Authority or the Senior Indenture Trustee determines not to continue the book-entry system or DTC determines to discontinue its services with respect to the 2021 Series Bonds, and the Authority does not select another qualified securities depository, the Authority shall deliver one or more 2021 Series Bonds in such principal amount or amounts, in authorized denominations, and registered in whatever name or names, as DTC shall designate. In such event, transfer and exchanges of 2021 Series Bonds will be governed by the provisions of the Senior Indenture.

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APPENDIX E

PROPOSED FORM OF OPINION OF BOND COUNSEL

____

Bay Area Toll Authority
San Francisco, California

Bay Area Toll Authority

San Francisco Bay Area Toll Bridge Revenue Bonds,
2021 Series A, 2021 Series B, and 2021 Series C
(Variable Rate Bonds)

San Francisco Bay Area Toll Bridge Revenue Bonds,
2021 Series F-1 (Federally Taxable)
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the Bay Area Toll Authority (the "Issuer") in connection with issuance of $204,835,000 aggregate principal amount of Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series A (Variable Rate Bonds) (the "2021 Series A Bonds"), $56,850,000 aggregate principal amount of Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series B (Variable Rate Bonds) (the "2021 Series B Bonds"), $100,000,000 aggregate principal amount of Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series C (Variable Rate Bonds) (the "2021 Series C Bonds" and, together with the 2021 Series A Bonds and 2021 Series B Bonds, the "Tax-Exempt Bonds"), and $349,205,000 aggregate principal amount of Bay Area Toll Authority San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series F-1 (Federally Taxable) (the "2021 Series F-1 Bonds" and, together with the Tax-Exempt Bonds, the "Bonds"), issued pursuant to a Master Indenture, dated as of May 1, 2001 (the "Master Indenture"), as previously amended and supplemented, and as supplemented by a Thirtieth Supplemental Indenture, dated as of March 1, 2021 (the "Thirtieth Supplemental Indenture"), between the Issuer and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A., and prior thereto, Union Bank of California, N.A.), as trustee (the "Trustee"), with respect to the Tax-Exempt Bonds, and by a Thirty-First Supplemental Indenture, dated as of March 1, 2021 (the "Thirty-First Supplemental Indenture" and, together with the Thirtieth Supplemental Indenture and the Master Indenture as it has been supplemented and amended, the "Indenture"), between the Issuer and the Trustee, with respect to the 2021 Series F-1 Bonds. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, the Tax Certificate, dated the date hereof, relating to the Tax-Exempt Bonds (the "Tax Certificate"), opinions of counsel to the Issuer, the Trustee, certificates of the Issuer, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures provided to us and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute or having the effect of a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement, dated March 2, 2021 including in the form posted electronically on March __, 2021, or any other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute the valid and binding special obligations of the Issuer.

2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Issuer.

3. Interest on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Interest on the Tax-Exempt Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Interest on the Bonds is exempt from State of California personal income taxes. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

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APPENDIX F

PROJECTED DEBT SERVICE SCHEDULE[1]

The table below shows the projected annual debt service requirements for all of the Authority's outstanding Senior Bonds and Subordinate Bonds after the issuance of the 2021 Series Bonds and the refunding of the Refunded Bonds.

Fiscal Year Ending (June 30)	Outstanding Senior Debt Service[1]	Outstanding Subordinate Debt Service[1]	Outstanding Total Debt Service[1]
2021	$187,781,581	$161,281,693	$349,063,274
2022	225,617,157	238,882,591	464,499,748
2023	250,632,125	208,610,520	459,242,645
2024	258,836,266	192,864,939	451,701,204
2025	276,314,041	191,526,968	467,841,009
2026	277,899,383	189,960,329	467,859,712
2027	287,522,321	215,555,757	503,078,077
2028	291,737,659	221,345,043	513,082,702
2029	292,484,143	221,775,422	514,259,565
2030	300,719,988	222,237,985	522,957,973
2031	299,324,238	222,694,225	522,018,463
2032	289,983,965	231,473,477	521,457,441
2033	289,344,911	232,022,948	521,367,859
2034	289,030,283	232,699,317	521,729,600
2035	289,550,723	241,501,685	531,052,408
2036	289,245,328	238,721,279	527,966,607
2037	277,021,133	247,693,590	524,714,723
2038	276,816,262	244,336,995	521,153,257
2039	281,547,872	235,845,159	517,393,030
2040	337,138,092	181,133,884	518,271,976
2041	335,252,670	182,802,138	518,054,807
2042	333,143,562	184,469,204	517,612,766
2043	331,199,211	186,129,123	517,328,334
2044	329,139,137	184,283,373	513,422,511
2045	326,550,223	188,485,466	515,035,690
2046	324,567,656	199,674,414	524,242,070
2047	323,511,596	194,877,858	518,389,455
2048	334,762,499	180,774,030	515,536,529
2049	334,834,743	180,738,865	515,573,608
2050	43,881,867	459,342,794	503,224,661
2051	65,201,326	288,904,231	354,105,557
2052	154,135,332	47,076,100	201,211,432
2053	154,613,594	47,080,750	201,694,344
2054	155,034,063	47,079,850	202,113,913
2055	39,400,068	43,912,500	83,312,568
2056	201,108,089	43,911,000	245,019,089
TOTAL	**$9,354,883,106**	**$7,031,705,502**	**$16,386,588,608**

[1] Reflects actual interest rates for Fixed Rate Bonds. All variable interest rate bonds are assumed to be in the current rate mode until each series' respective mandatory tender date. Bonds bearing interest in Term mode are projected at actual fixed interest rates. Bonds bearing interest in Index mode, are projected using the Authority's interest rate

forecast, which ranges from 0.19% to 1.60%, plus each series' respective fixed spread. Bonds bearing interest in variable interest rate (Weekly Rate) mode, are projected using the Authority's interest rate forecast plus liquidity and remarketing fees estimated to be 1.00%. After the respective mandatory tender dates for each series of bonds bearing interest at Term or Index rates, each such bond is assumed to be in a variable interest rate (Weekly Rate) mode using the Authority's interest rate forecast as described above. All Qualified Swap Arrangements are assumed at the actual fixed interest rates, less a variable rate assumed to be equal to the Authority's interest rate forecast as described above. Except for fiscal year ending June 30, 2021, debt service shown is net of the full 35% federal interest subsidy for bonds issued under the Build America Bond program. Due to sequestration, the U.S. Treasury Department has announced a decrease in subsidy amounts by 5.7% in federal fiscal year 2021 and federal fiscal year 2022, this decrease is reflected in debt service shown above. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement. This table is not a contract for future debt service, but rather a projection based on assumptions the Authority believes are reasonable. The debt service presented in this table has not been prepared in accordance with the additional bonds requirements of the Senior Indenture or the Subordinate Indenture.

APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT FOR 2021 SERIES BONDS

$710,890,000
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
2021 SERIES A, 2021 SERIES B, 2021 SERIES C AND 2021 SERIES F-1

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "**Disclosure Agreement**") is executed and delivered by the Bay Area Toll Authority (the "**Authority**") and MUFG Union Bank, N.A., as dissemination agent (the "**Dissemination Agent**") in connection with the offering of the Authority's $710,890,000 San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series A, 2021 Series B, 2021 Series C and 2021 Series F-1 (the "**Bonds**"). The Bonds are being offered pursuant to an Indenture dated as of May 1, 2001 (as amended and supplemented from time to time in accordance with its terms, the "**Indenture**"), by and between the Authority and MUFG Union Bank, N.A., as trustee, and any successor trustee appointed in accordance with the Indenture (the "**Trustee**").

The Authority and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority for the benefit of the holders and beneficial owners of the Bonds and to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" means any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 hereof.

"**Counsel**" means any nationally recognized bond counsel or counsel expert in federal securities laws.

"**Dissemination Agent**" means MUFG Union Bank, N.A., or any successor Dissemination Agent designated in writing by the Authority, which designation is accepted in writing and filed with the Authority and the Trustee.

"**Financial Obligation**" shall mean, for purposes of the Listed Events set out in Section 5(a)(10) hereof and Section 5(b)(8) hereof, a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"**Listed Events**" means any of the events listed in Section 5(a) or (b) hereof.

"**MSRB**" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"**Official Statement**" means the Official Statement dated March 2, 2021 relating to the Bonds.

"**Participating Underwriters**" means BofA Securities, Inc., J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC.

"**Rule**" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The Authority shall provide, or shall cause the Dissemination Agent to provide, to the MSRB an Annual Report that is consistent with the requirements of Section 4 hereof by not later than 270 days after the end of the Authority's fiscal year in each year commencing with the report for fiscal year ending June 30, 2021. Not later than fifteen Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may include by reference other information as provided in Section 4 hereof. If the Authority's fiscal year changes, the Authority, upon becoming aware of such change, shall give notice of such change in the same manner as for a Listed Event under Section 5(g) hereof.

(b) If by fifteen Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall provide to the MSRB (with a copy to the Trustee) a notice, in substantially the form attached as Exhibit A hereto.

(d) The Dissemination Agent shall, unless the Authority has done so pursuant to Section 3(a) above:

(i) Determine the then-current procedure for filing the Annual Report with the MSRB each year prior to the date for providing the Annual Report; and

(ii) If the Dissemination Agent is other than the Authority, file a report with the Authority certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided.

Section 4. Content of Annual Reports. The Annual Report(s) shall contain or include by reference the following information:

(a) Audited financial statements of the Authority for the prior Fiscal Year (which may be a component of the financial statements of the Metropolitan Transportation Commission), prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, provided that if the audited financial statements of the Authority are not available by the time the Annual Report is required to be provided to the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available; and

(b) To the extent not contained in the audited financial statements provided to the MSRB pursuant to the preceding subsection (a) by the date required by Section 3 hereof, an update (as of the most recently ended fiscal year of the Authority) to the financial information and operating data of the Authority of the types found in the following tables from the Official Statement: (i) the table entitled "BRIDGE SYSTEM TOTAL TOLL RATES" set forth in Appendix A under the caption "THE BRIDGE SYSTEM – Bridge Toll Rates" (but only to the extent the toll rates for such fiscal year are different than those shown for such fiscal year in such Official Statement); (ii) the table entitled "TOTAL TOLL-PAYING MOTOR VEHICLE TRAFFIC" set forth in Appendix A under the caption "THE BRIDGE SYSTEM – Motor Vehicle Traffic;" and (iii) the table entitled "BRIDGE SYSTEM HISTORICAL REVENUE AND DEBT SERVICE COVERAGE" set forth in Appendix A under the caption "HISTORICAL AND PROJECTED REVENUE AND DEBT SERVICE COVERAGE – Historical Revenue and Debt Service Coverage."

The Authority reserves the right to modify from time to time the format of the presentation of information provided pursuant to this section to the extent necessary or appropriate in the judgment of the Authority, provided that, in the Authority's discretion, such modification shall be consistent with the Rule and the purpose of this Disclosure Agreement.

Any or all of the items above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been made available to the public on the MSRB's website. The Authority shall clearly identify each such other document so included by reference.

The Trustee and the Dissemination Agent shall have no duty to review or analyze the Annual Report and shall have no responsibility for the content of the Annual Report, or any part thereof.

Each Annual Report shall state on the cover that it is being provided to the MSRB with respect to the Bonds.

Section 5. Reporting of Significant Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of the Authority; or

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Authority in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

1. Unless described in Section 5(a)(5) hereof, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. Modifications to rights of Bond holders;

3. Optional, unscheduled or contingent Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. Appointment of a successor or additional trustee or the change of name of a trustee; or

8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect Bond holders.

(c) The Authority intends to comply with the Listed Events described in Section 5(a)(10) and Section 5(b)(8), and the definition of "Financial Obligation" in Section 2 hereof, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission (the "**Commission**") in Release No. 34-83885 dated August 20, 2018 (the "**2018 Release**"), and any further amendments or written guidance provided by the Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(d) The Trustee shall promptly advise the Authority at its notice address in this Disclosure Agreement whenever, in the course of performing its duties as Trustee under the Indenture, the Trustee has actual notice of an occurrence of a Listed Event and request that the Authority promptly notify the Dissemination Agent in writing whether to report the event pursuant to subsection (g) below. The Dissemination Agent shall have no liability for not reporting a Listed Event pursuant to subsection (g) below, if so instructed by the Authority. The Trustee, in so notifying the Authority of such Listed Event, shall have no obligation to determine the materiality of the Listed Event or whether such Listed Event reflects financial difficulties.

(e) Whenever the Authority obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (d) above or otherwise, the Authority shall notify the Dissemination Agent promptly in writing of such event. Subject to subsection (f) below, the notice shall instruct the Dissemination Agent to report the occurrence of such Listed Event pursuant to subsection (g) below.

(f) The Authority shall determine whether the occurrence of the Listed Event under subsection (b) above would constitute material information for holders of Bonds within the meaning of the federal securities laws. The Authority shall include such determination in its notice delivered to the Dissemination Agent pursuant to subsection (e) above, and if material, shall direct the Dissemination Agent to report the occurrence pursuant subsection (g) below. If the Authority determines that the occurrence of a Listed Event under subsection (b) above is not material under the federal securities laws, the Authority shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (g) below.

(g) If the Dissemination Agent has been instructed by the Authority to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in a timely manner not later than ten business days after the occurrence of the event, subject to timely receipt of notice from the Authority pursuant to subsection (e) above. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(7) or (b)(3) of this Section 5 need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the holders of affected Bonds pursuant to the Indenture and notice of any other Listed Event is only required following the actual occurrence of the Listed Event. The notice of Listed Event must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

(h) The Dissemination Agent shall be entitled to request and receive, and may conclusively rely on, an opinion of Counsel that the Authority's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

Section 6. Termination of Reporting Obligation.

(a) The Authority's obligations under this Disclosure Agreement shall terminate upon a legal defeasance, prior redemption or payment in full of all of the Bonds. In addition, the Dissemination Agent's obligations hereunder shall terminate upon its resignation or removal as Trustee in accordance herewith.

(b) This Disclosure Agreement, or any provision hereof, shall be null and void in the event that the Authority (i) delivers to the Trustee an opinion of Counsel, addressed to the Authority and the Trustee, to the effect that those portions of the Rule which require this Disclosure Agreement, or any of the provisions hereof, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (ii) delivers copies of such opinion to the Dissemination Agent (if other than the Trustee) for delivery to the MSRB.

Section 7. Dissemination Agent. From time to time, the Authority may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agents with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. On the date of issuance of the Bonds the Dissemination Agent shall be the Trustee. Any change in the Dissemination Agent shall not constitute an amendment or waiver of any provision of this Disclosure Agreement pursuant to Section 8 hereof.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority may amend this Disclosure Agreement (and, to the extent such amendment affects the rights or duties of the Dissemination Agent, with the written consent of the Dissemination Agent), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) hereof, it may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Authority with respect to the Bonds, or type of business conducted;

(b) The undertakings herein, as proposed to be amended or waived, in the opinion of Counsel, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) in the opinion of Counsel, does not materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Agreement, any holder or beneficial owner of the Bonds or the Trustee may (and, at the request of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Bonds, and upon being indemnified to its satisfaction, the Trustee shall) take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Agreement. A default under this

Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Authority agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be required to consent to any amendment that would impose any greater duties or risk of liability on the Dissemination Agent. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach of this Disclosure Agreement.

The Dissemination Agent shall be afforded the same rights, protections and immunities afforded to it as Trustee under the Indenture. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with the MSRB shall be prepared and provided to it by the Authority. The Dissemination Agent has undertaken no responsibility with respect to any reports, notices or disclosures provided to it under this Disclosure Agreement, and has no liability to any person, including any holder of Bonds, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Authority shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Authority.

Section 12. Notices. Any notices given hereunder shall be given in writing at the addresses (including the facsimile numbers) set forth below:

If to the Authority:	Bay Area Toll Authority 375 Beale Street Suite 800 San Francisco, California 94105-2066 Attention: Chief Financial Officer Phone: (415) 778-6730 Fax: (415) 536-9815
If to the Trustee/Dissemination Agent:	MUFG Union Bank, N.A. 350 California Street, 17th Floor San Francisco, California 94104 Attention: Corporate Trust Department Phone: (415) 273-2515 Fax: (415) 273-2492 Email: LACT@unionbank.com

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Trustee, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of California determined without regard to principles of conflict of law; provided, however, that the interpretation of the Rule shall be governed by the laws of the United States.

Date: March 17, 2021

BAY AREA TOLL AUTHORITY

By: ______________________________

Chief Financial Officer

The undersigned hereby agrees to act as Dissemination Agent pursuant to the foregoing Disclosure Agreement.

MUFG UNION BANK, NA., as Dissemination Agent

By: ______________________________
Its: ______________________________

ACKNOWLEDGED:

MUFG UNION BANK, N.A., as Trustee

By: ______________________________
Its: ______________________________

EXHIBIT A

NOTICE TO THE MSRB OF FAILURE TO FILE DISCLOSURE REPORT

Name of Issuer:	Bay Area Toll Authority
Name of Bond Issue:	San Francisco Bay Area Toll Bridge Revenue Bonds, 2021 Series A, 2021 Series B, 2021 Series C and 2021 Series F-1
Date of Issuance:	March 17, 2021

NOTICE IS HEREBY GIVEN to the Municipal Securities Rulemaking Board (the "**MSRB**") that the Authority has not provided an annual Disclosure Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of March 17, 2021, by the Authority and MUFG Union Bank, N.A., as Dissemination Agent. The Authority anticipates that the annual Disclosure Report will be provided to the MSRB by ________________, 20___.

Dated: _______________, 20____

MUFG UNION BANK, N.A., as Dissemination Agent

By: ____

Its: ____

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APPENDIX H

GLOBAL CLEARANCE PROCEDURES

The following information concerning Euroclear and Clearstream Banking has been obtained from sources that the Authority and the Underwriters believe to be reliable, but neither the Authority nor the Underwriters take responsibility for the accuracy thereof.

Euroclear and Clearstream Banking

Euroclear and Clearstream Banking have advised the Authority as follows:

Euroclear and Clearstream Banking each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream Banking provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream Banking also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream Banking have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream Banking customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream Banking is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system, either directly or indirectly.

Clearing and Settlement Procedures

2021 Series Bonds sold in offshore transactions will be initially issued to investors through the book-entry facilities of DTC, or Clearstream Banking and Euroclear in Europe if the investors are participants in those systems, or indirectly through organizations that are participants in the systems. For any of such 2021 Series Bonds, the record holder will be DTC's nominee. Clearstream Banking and Euroclear will hold omnibus positions on behalf of their participants through customers' securities accounts in Clearstream Banking's and Euroclear's names on the books of their respective depositories.

The depositories, in turn, will hold positions in customers' securities accounts in the depositories' names on the books of DTC. Because of time zone differences, the securities account of a Clearstream Banking or Euroclear participant as a result of a transaction with a participant, other than a depository holding on behalf of Clearstream Banking or Euroclear, will be credited during the securities settlement processing day, which must be a business day for Clearstream Banking or Euroclear, as the case may be, immediately following the DTC settlement date. These credits or any transactions in the securities settled during the processing will be report to the relevant Euroclear participant or Clearstream Banking participant on that business day. Cash received in Clearstream Banking or Euroclear as a result of sales of securities by or through a Clearstream Banking participant or Euroclear participant to a DTC Participant, other than the depository for Clearstream Banking or Euroclear, will be received with value on the DTC settlement date but will be available in the relevant Clearstream Banking or Euroclear cash account only as of the business day following settlement in DTC.

Transfers between participants will occur in accordance with DTC rules. Transfers between Clearstream Banking participants or Euroclear participants will occur in accordance with their respective rules and operating procedures. Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Clearstream Banking participants or Euroclear participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by the relevant depositories; however, cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in the system in accordance with its rules and procedures and within its established deadlines in European time. The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its depository to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Clearstream Banking participants or Euroclear participants may not deliver instructions directly to the depositories.

The Authority will not impose any fees in respect of holding the 2021 Series Bonds; however, holders of book-entry interests in the 2021 Series Bonds may incur fees normally payable in respect of the maintenance and operation of accounts in the Clearing Systems.

Initial Settlement

Interests in the 2021 Series Bonds will be in uncertified book-entry form. Purchasers electing to hold book-entry interests in the 2021 Series Bonds through Euroclear and Clearstream Banking accounts will follow the settlement procedures applicable to conventional Eurobonds. Book-entry interests in the 2021 Series Bonds will be credited to Euroclear and Clearstream Banking participants' securities clearance accounts on the business day following the date of delivery of the 2021 Series Bonds against payment (value as on the date of delivery of the 2021 Series Bonds). DTC participants acting on behalf of purchasers electing to hold book-entry interests in the 2021 Series Bonds through DTC will follow the delivery practices applicable to securities eligible for DTC's Same Day Funds Settlement system. DTC participants' securities accounts will be credited with book-entry interests in the 2021 Series Bonds following confirmation of receipt of payment to the Authority on the date of delivery of the 2021 Series Bonds.

Secondary Market Trading

Secondary market trades in the 2021 Series Bonds will be settled by transfer of title to book-entry interests in the Clearing Systems. Title to such book-entry interests will pass by registration of the transfer within the records of Euroclear, Clearstream Banking or DTC, as the case may be, in accordance with their respective procedures. Book-entry interests in the 2021 Series Bonds may be transferred within Euroclear and within Clearstream Banking and between Euroclear and Clearstream Banking in accordance with procedures established for these purposes by Euroclear and Clearstream Banking. Book-entry interests in the 2021 Series Bonds may be transferred within DTC in accordance with procedures established for this purpose by DTC. Transfer of book-entry interests in the 2021 Series Bonds between Euroclear or Clearstream Banking and DTC may be effected in accordance with procedures established for this purpose by Euroclear, Clearstream Banking and DTC.

BAY AREA TOLL AUTHORITY

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