

Bay Area Toll Authority**Oversight Committee**

February 8, 2023

Agenda Item 5a

BATA Resolution No. 145 – Authorizing the 2023 Plan of Finance

Subject:

A request that the Committee refer BATA Resolution No. 145 to the Authority for approval, authorizing the 2023 Plan of Finance.

Background:

The 2023 Plan of Finance provides the authority to administer and maintain the BATA debt portfolio. The toll bridge project debt portfolio is currently \$9.6 billion, consisting of \$3.6 billion in variable-rate bonds and \$6.0 billion in fixed-rate bonds. Resolution 145 authorizes the maintenance of the current variable rate portfolio and the issuance of refunding bonds to take advantage of refunding opportunities in the debt portfolio through March 2024.

The resolution also authorizes the issuance of up to \$100 million in new money bonds. The intention of this authorization is to allow a small amount of subordinate lien bonds to be refinanced on the senior lien of the Authority, if that would be the most efficient refunding structure. There is no new money authorization requested in this resolution for the purpose of funding projects. Staff intends to return in the future to address Regional Measure 3 (RM3) related financings (as necessary), given the very recent outcome of the related litigation, and the need to better establish funding and timing requirements.

BATA Resolution No. 145 approves the 2023 Plan of Finance thereby authorizing the administration of the existing variable rate portfolio (\$285 million of bonds subject to remarketing by May 1, 2023 and an additional \$370.8 million subject to remarketing by April 1, 2024) and authorizing the potential refunding of existing bonds, within certain established parameters. The resolution also provides for a reasonable expectation of the Authority to issue, in the future, an aggregate amount of bonds not expected to exceed \$2 billion, for the purposes of reimbursement of Reimbursement Expenditures, including costs incurred for projects resulting from Regional Measure 2, Regional Measure 3, the Seismic Retrofit Program, and the Bridge Rehabilitation Program.

Variable Rate Portfolio

The resolution authorizes the administration of the \$3.6 billion variable rate portfolio, including structuring the \$285 million rollover in FY 2023 and the \$370.8 million rollover in FY 2024.

Staff is also authorized to manage and replace any credit facilities supporting the variable rate portfolio. The short-term market has been a very successful tool in diversifying the debt portfolio and managing the cost of debt.

Refunding

The resolution authorizes the refunding of existing bonds provided the net present value savings are at least 3.0% or, in the opinion of the Chief Financial Officer and the Executive Director, with the advice of the Authority's financial advisor, the refunding achieves other important business purposes. Taking advantage of refunding opportunities is an important part of keeping Authority debt costs down. The refunding will utilize fixed rate bonds to generate savings. The resolution also authorizes the issuance of \$100 million in new money bonds. This new money authorization is intended to allow a small amount of subordinate lien bonds to be refinanced on the senior lien, if there are not enough subordinate lien refunding candidates to justify a stand-alone subordinate lien refunding series. Per the terms of the bond indenture, Attachment A of the resolution includes calculations confirming that the requirements of the additional bonds test are met for the authorized \$100 million in new money debt.

The refunding transaction will utilize a tender process where BATA buys back bonds from existing holders at a negotiated price. This is a process in which BATA, its dealer managers and financial advisor negotiate purchase prices with investors directly. BATA generates savings by issuing fixed rate refunding bonds to fund the purchase of tendered bonds. The size and scope of the potential repurchase is subject to market conditions and the willingness of investors to sell their bonds to BATA at the time of pricing.

Draft Official Statement

The draft official statement (OS) represents the form of the principal document used to communicate with investors and disclose material information necessary for an investor to make an investment decision. The document provides the investor with a description of BATA and the purpose of the financing as well as a history of BATA, our projects, toll collections and a detailed financial picture. The draft OS includes Appendix A, providing updated operating and financial information on the BATA enterprise. The draft OS is presented as Attachment B.

Issuance Parameters

BATA Resolution No. 145 includes specific issuance parameters that must be followed for all financing transactions authorized, including:

Issuance Parameters	
New Money par	\$100 million
Term Limit	
Tax-exempt	40 years
Taxable	50 years
Interest Rate Cap	
Tax-exempt:	
Senior Lien	5.50%
Subordinate Lien	5.50%
Taxable	6.25%
Variable Rate	12%
Variable Rate Bank Bonds	15%
Underwriters' Discount/Fee	
Tax-exempt	0.75%
Taxable	0.75%
Other costs	2.0%
Refunding savings	3% present value

Refunding parameters are the minimum savings requirement for an economic refunding; however, a refunding may be possible for other purposes with the concurrence of the Chief Financial Officer and the Executive Director, with the advice of the Authority's financial advisor. All financing parameters are confirmed by our financial advisor, PFM Financial Advisors LLC ("PFM") as part of the closing process on each financing transaction.

Dealer Manager Agreement

The dealer manager agreement is an agreement between BATA and its dealer managers. It outlines BATA's representations and responsibilities related to a tender offer. It also lays out the

dealer manager's role in soliciting tenders, compensation and authorization. The dealer manager agreement is provided as Attachment C and is being brought before the Authority as BATA has not executed a dealer manager agreement before.

Good Faith Estimate

In accordance with state law, BATA will receive a good faith estimate from PFM. The good faith estimate will provide estimates for the contemplated transactions including the \$285 million remarketing, as well as an estimate for the tender refunding(s). The good faith estimate will include true interest costs, fees and charges paid to third parties, total proceeds received and the total principal and interest payments. In addition, PFM certifies all transactions are conducted in accordance with the limitations of Resolution 145 and the Authority debt policy. The good faith estimate will be provided as part of the packet for the February 22nd Bay Area Toll Authority meeting.

Issues:

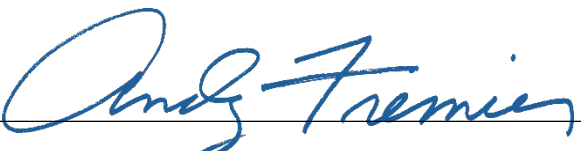
None identified.

Recommendations:

Staff recommends that the Committee refer BATA Resolution No. 145 to the Authority for approval. The funds necessary to carry out the proposed financing plan will come from the approved FY 2022-23 budget, bond proceeds and/or will be included in the FY2023-24 budget, pending approval of the FY2023-24 budget.

Attachments:

- Attachment A: BATA Resolution No. 145
- Attachment B: Draft Official Statement
- Attachment C: Dealer Manager Agreement
- Attachment D: PowerPoint



Andrew B. Fremier

Date: February 22, 2023
W.I.: 1254
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 145

This resolution authorizes the issuance of up to one hundred million dollars (\$100,000,000) in additional bonds, in one or more series, to finance Authority projects and purposes, the issuance of refunding bonds, in one or more series, the development, update and publication from time-to-time of one or more official statements relating to the Authority and its bonds, the taking of various actions in connection with the Authority's outstanding bonds, swaps, reimbursement agreements, escrow agreements and indentures, including seeking bondholder consent to certain indenture amendments, the execution and delivery of related bond, swap, credit, liquidity and disclosure documents, the reimbursement of certain expenditures in connection with Regional Measure 2 Projects, Regional Measure 3 Projects, Seismic Retrofit Program Capital Projects, and the Bridge Rehabilitation Program, and all necessary actions in connection therewith.

Discussion of this action is contained in the BATA Oversight Committee's Summary Sheet dated February 8, 2023.

Date: February 22, 2023
W.I.: 1254
Referred by: BATA Oversight

RE: Authorizing the 2023 Plan of Finance

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 145

WHEREAS, pursuant to a Master Indenture, dated as of May 1, 2001, as amended and supplemented (the “Master Indenture”), the Bay Area Toll Authority (the “Authority”) has outstanding \$6,002,640,000 principal amount of toll bridge revenue bonds (together with any bonds subsequently issued pursuant to the Master Indenture as authorized under this Resolution, the “Senior Bonds”) and, pursuant to its Subordinate Indenture, dated as of June 1, 2010, as amended and supplemented (the “Subordinate Indenture”), the Authority has outstanding \$3,647,265,000 principal amount of subordinate toll bridge revenue bonds (together with any bonds subsequently issued pursuant to the Subordinate Indenture as authorized under this Resolution, the “Subordinate Bonds”); and

WHEREAS, the Authority has determined to authorize the issuance of up to an additional one hundred million dollars (\$100,000,000) principal amount of toll bridge revenue bonds, as additional Senior Bonds, additional Subordinate Bonds or any combination thereof (collectively, the “Additional Bonds”), bearing either taxable or tax-exempt, fixed or variable interest rates, or any combination thereof; and

WHEREAS, the Authority desires now to authorize the issuance, sale, execution and delivery of such Additional Bonds in one or more series from time-to-time on a current delivery or on a forward delivery or delayed delivery basis as set forth herein to (i) provide funding for the Authority’s authorized projects and purposes, including as authorized pursuant to 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 applicable to the Authority, or (ii) refund any outstanding Subordinate Bonds as Senior Bonds; and

WHEREAS, the Authority has entered into a Reimbursement Agreement dated as of October 16, 2014, as amended from time to time (the “Reimbursement Agreement”) under which certain banks provide credit and/or liquidity support for a portion of the Authority’s variable rate

demand Senior Bonds, and it may be in the best interests of the Authority to amend, restructure, replace or terminate the Reimbursement Agreement; and

WHEREAS, it may be in the best interests of the Authority from time to time to issue (i) refunding Senior Bonds (the “Senior Refunding Bonds”) to refund outstanding Senior Bonds and related obligations, or (ii) refunding Subordinate Bonds (the “Subordinate Refunding Bonds” and together with the Senior Refunding Bonds, the “Refunding Bonds”) to refund outstanding Senior Bonds or Subordinate Bonds and related obligations, in each case pursuant to Chapter 4, Chapter 4.3 and Chapter 4.5 of Division 17 of the California Streets and Highways Code and 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.), as applicable; and

WHEREAS, the Authority desires now to authorize the issuance, sale, execution and delivery, on a current delivery or forward delivery or delayed delivery basis, of Refunding Bonds in one or more series from time to time as set forth herein; and

WHEREAS, it may be in the best interests of the Authority to convert outstanding Senior Bonds that are variable rate demand bonds to another interest rate mode or modes; and

WHEREAS, the Authority has outstanding interest rate swaps in the aggregate notional amount of \$1,440,000,000 (the “Outstanding Notional Amount”), and it is in the best interests of the Authority to amend, novate, restructure, replace or terminate any or all of the related interest rate swap agreements, in whole or in part, or adhere to industry protocols, including for purposes of the transition to an alternative reference rate, including a tenor spread adjustment, and making related conforming changes in connection with the discontinuation of the London Interbank Offered Rate (“LIBOR”); and

WHEREAS, it may be in the best interests of the Authority to enter into additional reimbursement agreements, credit or liquidity support agreements or interest, and asset or other swap agreements; and

WHEREAS, it may be in the best interests of the Authority to purchase outstanding Senior Bonds and/or Subordinate Bonds, including in connection with a tender offer or bond exchange (“Tender or Exchange”); and

WHEREAS, in connection with any Tender or Exchange, the Authority desires to authorize the use of one or more dealer manager agreements (the “Dealer Manager Agreement”) with one or more dealer managers, a form of which has been prepared and presented to the Authority; and

WHEREAS, the Authority has entered into, and may in the future enter into, escrow agreements (“Escrow Agreements”) relating to Senior Bonds or Subordinate Bonds; and

WHEREAS, it may be in the best interests of the Authority to cause the investment or reinvestment of funds deposited pursuant to the Escrow Agreements; and

WHEREAS, the Authority has deposited cash into each Reserve Fund (and the subaccounts created therein), established under the Senior Indenture and the Subordinate Indenture, respectively; and

WHEREAS, it may be in the best interests of the Authority to obtain one or more Reserve Facilities in accordance with the Senior Indenture and the Subordinate Indenture, respectively, and to deposit such Reserve Facilities into each Reserve Fund to replace all or a portion of such cash deposits; and

WHEREAS, it may be in the best interests of the Authority to seek bondholder consent for certain amendments to the Senior Indenture or the Subordinate Indenture; and

WHEREAS, the Authority expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with Regional Measure 2 Projects, Regional Measure 3 Projects, Seismic Retrofit Program Capital Projects, and the Bridge Rehabilitation Program (collectively, the “Projects”) prior to the issuance from time to time of bonds and other obligations for the purpose of financing such expenditures associated with the Projects on a long-term basis; and

WHEREAS, the Authority reasonably expects that bonds or other obligations will be issued after the date of this resolution in an aggregate principal amount not expected to exceed two billion dollars (\$2,000,000,000) for the Projects and that proceeds of such bonds and other obligations will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the U.S. Treasury Regulations requires the Authority to declare its reasonable official intent to reimburse prior expenditures for the Projects with proceeds of a subsequent borrowing; and

WHEREAS, to facilitate the offering and sale of Additional Bonds and Refunding Bonds (which are hereinafter referred to collectively as the “Bonds”) and the remarketing of Senior Bonds that are variable rate bonds, there has been prepared and presented to the Authority proposed forms of official statements or reoffering circulars together with a proposed form of Appendix A to the official statements or reoffering circulars relating to the Authority (collectively, the “Official Statement”), and, in compliance with federal securities laws, the Authority expects to update the Official Statement in connection with, and to reflect the terms and conditions of, the issuance of the Bonds, or the remarketing of Senior Bonds, including any Bonds, that are variable rate bonds being converted to a new interest rate period, mode or modes, or due to a change in credit or liquidity facility; and

WHEREAS, in compliance with California Government Code Section 5852.1, the Authority has obtained from its financial advisor good faith estimates with respect to the Bonds which are attached as part of the staff report provided in connection with this Resolution and available to the public at this meeting; now therefore be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct and that capitalized terms defined in the Master Indenture or the Subordinate Indenture that are used but not otherwise defined in this Resolution shall have the meanings assigned to such terms therein, as applicable; and be it further

RESOLVED, that the Authority hereby authorizes the issuance, sale, execution and delivery (including by bond exchange), from time-to-time, of Additional Bonds in one or more series and in one or more public offerings or private placements in accordance with the terms of the Master Indenture, the Subordinate Indenture and Chapter 4, Chapter 4.3 and Chapter 4.5 of Division 17 of the California Streets and Highways Code, and 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.), as applicable, bearing either taxable or tax-exempt fixed interest rates or variable interest rates, including interest rates that change over the life of such bonds according to a schedule or the tax status of the bonds, or any combination thereof, to:

- (1) fund Authority projects, including without limitation, constructing, improving or equipping any of the bridges, or any of the purposes authorized by Chapters 4, 4.3 or 4.5 of Division 17 of the California Streets and Highways Code, and to reimburse the Authority for its prior payment of such costs and to refund any outstanding Subordinate Bonds with Senior Bonds;
- (2) increase the amount on deposit in the reserve fund under the Master Indenture as necessary to meet the requirements of the Master Indenture or fund any reserve fund contribution under the Subordinate Indenture;
- (3) pay the costs of issuance of the Additional Bonds (including, without limitation, dealer manager fees, information agent and tender agent fees, DTC fees, retail broker solicitation fees, and surety, insurance, liquidity and credit enhancements costs, such as reserve fund deposits, and swap-related payments), provided that the underwriters' discount (excluding any original issue discount) shall not exceed 0.75% of the aggregate principal amount of tax-exempt Additional Bonds issued and 0.75% of the aggregate principal amount of taxable Additional Bonds issued and other costs of issuance (excluding surety, insurance, liquidity and credit enhancements costs, such as reserve fund deposits, and any costs relating to swaps) shall not exceed 2.00% of the aggregate principal amount of the Additional Bonds issued; and
- (4) pay any swap-related costs, legal or financial advisor fees, credit or liquidity support costs or other costs or payments as are determined to be necessary or desirable by the Executive Director or the Chief Financial Officer in carrying out the purposes of this Resolution;

(5)

provided, however, that

- (A) the aggregate principal amount of Additional Bonds issued pursuant to the foregoing authorization shall not exceed one hundred million dollars (\$100,000,000); and
- (B) the Additional Bonds authorized hereby shall not be issued after April 1, 2024 without further authorization by the Authority; provided that, Additional Bonds issued on a forward delivery or delayed delivery basis are permitted to be issued and delivered after April 1, 2024 so long as the forward delivery or delayed delivery purchase contract or other sale agreement is executed prior to April 1, 2024; and be it further

RESOLVED, that the Authority hereby authorizes the issuance, sale, execution and delivery (including by bond exchange), from time-to-time, of Refunding Bonds to refund from time to time outstanding Senior Bonds, outstanding Subordinate Bonds and related obligations, as applicable, in one or more series and in one or more public offerings or private placements in accordance with the terms of the Master Indenture, the Subordinate Indenture, Chapter 4, Chapter 4.3 and Chapter 4.5 of Division 17 of the California Streets and Highways Code, and 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.), as applicable, bearing either taxable or tax-exempt fixed interest rates or variable interest rates, including interest rates that change over the life of such bonds according to a schedule or the tax status of the bonds, or any combination thereof, to pay (collectively, the “Bond Refunding Costs”):

- (1) the principal or redemption price of outstanding Senior Bonds, outstanding Subordinate Bonds and related obligations to be refunded, as applicable;
- (2) all expenses incident to the calling, retiring or paying of such Senior Bonds, Subordinate Bonds and related obligations, as applicable, and the costs of issuance of such Refunding Bonds (including, without limitation, dealer manager fees, information agent and tender agent fees, DTC fees, retail broker solicitation fees, and surety, insurance, liquidity and credit enhancements costs, such as reserve fund deposits, and swap-related payments), provided that the underwriters’ discount (excluding any original issue discount) or underwriting fee shall not exceed 0.75% of the aggregate principal amount of tax-exempt Refunding Bonds issued and 0.75% of the aggregate principal amount of taxable Refunding Bonds issued, and other costs of issuance (excluding surety, insurance, liquidity and credit enhancements costs, such as reserve fund deposits, and any costs relating to swaps) shall not exceed 2.00% of the aggregate principal amount of Refunding Bonds issued; and
- (3) interest on all outstanding Senior Bonds, outstanding Subordinate Bonds and related obligations, as applicable, to be refunded to the date such Senior Bonds, Subordinate Bonds and related obligations will be called for redemption or paid at maturity; and
- (4) interest on the Refunding Bonds from the date thereof to the date of payment or redemption of the Senior Bonds, Subordinate Bonds and related obligations, as applicable, to be refunded;

provided, however, that:

- (A) the net present value economic benefit threshold of 3% set forth in MTC Resolution No. 4265 (as it may be amended, supplemented or replaced from time to time, the “Debt Policy”) shall apply to such refundings unless the Chief Financial Officer and the Executive Director (all references herein to the Executive Director shall be deemed to include any interim or acting executive director and any Deputy Executive Director designated by the Executive Director should the Executive Director not be available) determine (with the advice of the Authority’s financial advisor) that it is in the best interests of the Authority to proceed with one or more refundings with a lower threshold to achieve other Authority objectives, including, without limitation, improving the Authority’s debt service profile in light of the Authority’s overall portfolio of debt and invested assets, reducing exposure to liquidity costs or other variable rate risks, or making changes in covenants, redemption or conversion provisions applicable to such bonds or related credit or liquidity support agreements or swaps, such as the refunding of outstanding Senior Bonds or Subordinate Bonds becoming subject to mandatory or optional redemption or tender in connection with the expiration of any interest rate period; and
- (B) the maximum principal amount of Refunding Bonds authorized in this Resolution shall not exceed the amount necessary to pay the Bond Refunding Costs; and
- (C) the Refunding Bonds authorized hereby shall not be issued after April 1, 2024 without further authorization by the Authority; provided that, Refunding Bonds issued on a forward delivery or delayed delivery basis are permitted to be issued and delivered after April 1, 2024 so long as the forward delivery or delayed delivery purchase contract or other sale agreement is executed prior to April 1, 2024; and be it further

RESOLVED, that subject to the foregoing, the series designations, dates, maturity date or dates (not to exceed 40 years from their date of issuance in the case of tax-exempt Bonds and 50 years from their date of issuance in the case of taxable Bonds), interest rate or rates, denominations, terms of redemption, and other terms of each series of Bonds shall be as provided in one or more supplemental indentures to the Master Indenture or the Subordinate Indenture providing for the issuance of such series of Bonds as executed and delivered by the Executive Director or the Chief Financial Officer, provided that the true interest cost for fixed interest rate Bonds may not exceed 5.50% per annum for additional tax-exempt Senior Bonds, 5.50% per annum for additional tax-exempt Subordinate Bonds, and 6.25% per annum for additional taxable Bonds, and the interest rate for variable interest rate Bonds may not exceed 12% per annum except with respect to any

variable interest rate Bonds that are held pursuant to a letter of credit, line of credit, standby purchase agreement, revolving credit agreement or other credit arrangement pursuant to which credit or liquidity support is provided for Bonds, pursuant to which the interest rate or rates shall not exceed 15% per annum; and be it further

RESOLVED, that the method of determining the interest rate or rates on variable interest rate Bonds, the terms of tender and purchase of Bonds, and the other terms of variable interest rate Bonds shall be as specified in a supplemental indenture to the Authority's Master Indenture or Subordinate Indenture, in substantially the form of a supplemental indenture executed by the Authority in the past pursuant to the Master Indenture or the Subordinate Indenture, in each case with such additions thereto and changes therein (including, without limitation, additions or changes necessary or desirable to accommodate private placements of such Bonds on parity with the Senior Bonds or the Subordinate Bonds or to establish terms and conditions relating to the issuance of fixed interest rate Bonds having interest rates that change over the life of the bonds according to a schedule or the tax status of the bonds, or additional put or index bond or other structures, with or without liquidity or credit support) as the Executive Director or Chief Financial Officer executing the same, with the advice of General Counsel to the Authority and bond counsel to the Authority, may approve (such approval to be conclusively evidenced by the execution and delivery of the supplemental indenture); and be it further

RESOLVED, that with respect to the issuance of Additional Bonds the Authority hereby determines, pursuant to Section 3.01(B)(2) of the Master Indenture, based on the calculations in Attachment A to this Resolution, that the ratio of (A) projected Net Revenue for each of the next three Fiscal Years, commencing with the Fiscal Year ending June 30, 2024, to (B) Maximum Annual Debt Service on the Senior Bonds (and Parity Obligations), including such Additional Bonds that are authorized to be issued pursuant to this Resolution as Senior Bonds (or Parity Obligations), in the aggregate principal amount of one hundred million dollars (\$100,000,000) will not be less than 1.50:1, and the Authority hereby directs an Authorized Representative (as defined in the Master Indenture) to update such calculation as of the actual date of sale of each series of the Additional Bonds that are issued as Senior Bonds to reflect the actual amount of Additional Bonds being sold, and to proceed with the issuance pursuant to the Master Indenture only if the ratio of (A) projected Net Revenue for each of the next three Fiscal Years, to (B) Maximum Annual Debt Service on the Senior Bonds (and Parity Obligations), including the actual amount of

Additional Bonds (or Parity Obligations) being sold as Senior Bonds (or Parity Obligations), is not less than 1.50:1 as of said date of sale; and be it further

RESOLVED, that the Authority hereby authorizes the Executive Director or the Chief Financial Officer to purchase, from time-to-time, for and on behalf of the Authority, including through broker dealers or other financial institutions to be appointed by the Executive Director or the Chief Financial Officer, any of the Authority's variable interest rate bonds on a date or dates selected by the Authority if such officer determines that it is in the best interests of the Authority to so purchase such bonds; and be it further

RESOLVED, that the Authority hereby authorizes the Executive Director or the Chief Financial Officer to purchase, from time-to-time, for and on behalf of the Authority, including through broker dealers or other financial institutions to be appointed by the Executive Director or the Chief Financial Officer, any of the Authority's outstanding fixed interest rate bonds, including without limitation in connection with an offer to tender or exchange bonds undertaken by the Authority, on a date or dates selected by the Authority, provided that the Executive Director or the Chief Financial Officer determines (with the advice of the Authority's financial advisor) that it is in the best interests of the Authority to proceed with such purchase to achieve Authority objectives, including, without limitation, improving the Authority's debt service profile in light of the Authority's overall portfolio of debt and invested assets, reducing exposure to liquidity costs or other variable rate risks, or making changes in covenants, redemption or conversion provisions applicable to such bonds or related credit or liquidity support agreements or swaps; and be it further

RESOLVED, that the Authority hereby authorizes the execution of one or more additional reimbursement, credit or liquidity support agreements (collectively, the "Credit Support Agreements"), in substantially the form of the Authority's existing Reimbursement Agreement, with such additions thereto or changes therein as the Executive Director or the Chief Financial Officer executing the same, with the advice of General Counsel to the Authority and bond counsel to the Authority, may require or approve (the approval of such additions or changes to be conclusively evidenced by the execution and delivery of each Credit Support Agreement); and be it further

RESOLVED, that the Authority hereby authorizes each of the Executive Director and the Chief Financial Officer to amend, restructure, replace, or terminate the Authority's Reimbursement Agreement, including, but not limited to, replacing one or more of the banks that issue letters of credit pursuant thereto or converting one or more series of bonds to interest rates that do not require credit or liquidity support; and be it further

RESOLVED, that the Authority hereby authorizes each Authorized Representative (as defined in the Master Indenture) to cause any variable rate Senior Bonds to be remarketed or converted to a new interest rate period or another interest rate mode or modes, including new interest rate modes not currently found in the Master Indenture and to pay related costs, including with respect to credit or liquidity support or swaps, remarketing costs, or other costs, fees or payments as are determined to be necessary or desirable by the Executive Director or the Chief Financial Officer, with the advice of the Authority's financial advisor and bond counsel, in carrying out the purposes of this Resolution; and be it further

RESOLVED, that, because the Authority's cost of funds to pay interest on Senior Bonds and Subordinate Bonds will be affected by changes in interest rates, each of the Executive Director and the Chief Financial Officer is hereby authorized, for and on behalf of the Authority, to select counterparties for and prepare, enter into, and perform contracts and arrangements permitted by California Government Code Sections 5920 through 5923 in connection with or incidental to the issuance or carrying of Senior Bonds or Subordinate Bonds, including without limitation for purposes of transitioning to alternative reference rates and making related adjustments and conforming changes and, as applicable, making amendments on a multilateral basis using industry standard methods, and the Authority hereby finds and determines that such contracts and arrangements are designed to reduce the amount or duration of payment, currency, rate, spread, or similar risk or result in a lower cost of borrowing when used in combination with the issuance or remarketing of the Senior Bonds or the Subordinate Bonds or to enhance the relationship between risk and return with respect to the investment or program of investment in connection with, or incidental to, the contract or arrangement which is to be entered into, and each of the Executive Director and the Chief Financial Officer is hereby authorized:

- (1) to amend, restructure, replace or terminate, in whole or in part, including to replace or enter into one or more novations with respect to, existing swap agreements related to Senior Bonds and any Bonds, including for purposes of adjusting or converting any applicable index to a new or modified index;

- (2) to hedge the Authority's exposure to interest rate risk on all or any portion of the Bonds issued bearing fixed interest rates or the outstanding fixed interest rate Senior Bonds or Subordinate Bonds (including in all cases term rates and fixed interest rate spreads) by means of new interest hedging instruments, including but not limited to interest rate swaps, caps, collars and floors, provided that (i) the aggregate notional amount of such instruments shall not exceed the Outstanding Notional Amount, and (ii) the resulting variable payment obligations of the Authority shall not exceed a contractual ceiling (which may be based on an index) approved by such officer;
- (3) to hedge the Authority's exposure to interest rate risk on all or any portion of any Senior Bonds or Subordinate Bonds issued bearing variable interest rates by means one or more new interest hedging instruments, including but not limited to interest rate swaps, caps, collars and floors, provided that (i) the aggregate notional amount of such instruments shall not exceed the Outstanding Notional Amount and (ii) the resulting fixed payment obligations of the Authority shall not exceed 4.00% per annum if the related Senior Bonds, including any Bonds, bear tax-exempt interest rates, 4.25% per annum if the related Bonds are Subordinate Bonds and bear tax-exempt interest rates, and 5.50% per annum if the related Senior Bonds or Subordinate Bonds bear taxable interest rates;
- (4) provided, that all such contracts and arrangements referred to in (1) through (3) above shall be entered into in accordance with the Authority's Debt Policy, as amended from time-to-time, after giving due consideration to the creditworthiness of the counterparties, and in accordance with previously-utilized forms of swap documentation as guidelines for documentation, with such changes in swap documentation as shall be approved by such officer (and the amendments described in numbered paragraphs (1) and (2) above are hereby determined to be in accordance with the Authority's Debt Policy);
- (5) provided further, that each such contract or arrangement with respect to a Senior Bond heretofore or hereafter issued shall be a Qualified Swap Agreement if the Authority has received a Rating Confirmation from each Rating Agency with respect thereto and if such officer determines, for and on behalf of the Authority, that (a) the notional amount of the contract or arrangement does not exceed the principal amount of the related series of Senior Bonds or portion thereof as applicable (and in making such a determination, such officer is hereby directed to calculate notional amounts as net amounts by taking into account and giving effect to all contracts and arrangements

referred to above and rounding amounts as necessary to establish that each such agreement is a Qualified Swap Agreement), (b) the contract or arrangement is intended to place the Senior Bonds on the interest rate basis desired by the Authority, that payments (other than payments of fees and expenses and termination payments, which shall be paid as set forth in the Master Indenture) thereunder shall be payable from Revenue on parity with the payment of Senior Bonds, and (c) the contract or arrangement is designed to reduce the amount or duration of payment, rate, spread, or similar risk or result in a lower cost of borrowing when used in combination with the issuance or conversion of Senior Bonds of the Authority;

- (6) provided further, that each such contract or arrangement with respect to a Subordinate Bond heretofore or hereafter issued shall be a Parity Obligation (under and as defined in the Subordinate Indenture) if such contract or arrangement is designated as a Parity Obligation in the certificate of the Authority required by Section 3.02(b) of the Subordinate Indenture; and be it further

RESOLVED, that the Authority hereby approves development and use of the Official Statement, relating to the Authority and the Senior Bonds and Subordinate Bonds that are publicly offered or remarketed, and authorizes the Executive Director and the Chief Financial Officer, and each of them, to publish, post or disseminate (and deem final for purposes of Securities and Exchange Commission Rule 15c2-12) the Official Statement; and be it further

RESOLVED, that through the period ending April 1, 2024, the Authority hereby authorizes and delegates authority to each Authorized Representative (as defined in the Master Indenture) to update, as required from time-to-time, the Official Statement, including without limitation Appendix A thereto, with such changes, amendments and supplements therein as are required by federal securities laws or are otherwise appropriate or desirable and approved by either of them, including changes to reflect the Authority's audited financial statements for Fiscal Years ending June 30, 2023, once they have been finalized, delivered to and accepted by the Authority, as the Authority's Official Statement and to authorize the distribution of each such Official Statement by underwriters, broker dealers, placement agents, dealer managers, information agents and tender agents, as applicable, through April 1, 2024; and be it further

RESOLVED, that the Authority hereby authorizes and delegates authority to each Authorized Representative (as defined in the Master Indenture) to update the Official Statement for any Bonds issued on a forward delivery or delayed delivery basis, including updates after April 1, 2024 if such an update is are required by federal securities laws or is a requirement under the applicable forward delivery or delayed delivery purchase contract or other sale agreement and such agreement is executed prior to April 1, 2024; and be it further

RESOLVED, that the Authority hereby authorizes and delegates authority to each Authorized Representative (as defined in the Master Indenture) to execute the Dealer Manager Agreement in substantially the same form presented to the Authority, with such additions thereto or changes therein as any Authorized Representative, with the advice of General Counsel to the Authority and bond counsel to the Authority, may require or approve (the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Dealer Manager Agreement; and be it further

RESOLVED, that the Authority hereby authorizes and delegates authority to each Authorized Representative (as defined in the Master Indenture) to direct the escrow agent under the Authority's Escrow Agreements to invest or reinvest any funds deposited pursuant to the Authority's Escrow Agreements, and to amend any of the Authority's Escrow Agreements to allow for such investment or reinvestment, as applicable; and be it further

RESOLVED, that the Authority hereby authorizes and delegates authority to each Authorized Representative (as defined in the Master Indenture) to obtain one or more Reserve Facilities and to deposit such Reserve Facilities into the Reserve Fund established under the Senior Indenture or the Subordinate Indenture, respectively, in order to replace all or a portion of the cash balances therein; and be it further

RESOLVED, that the authority hereby authorizes and delegates authority to the Chief Financial Officer to obtain consent from the owners of the Authority's Senior Bonds or Subordinate Bonds in connection with any amendments to the Senior Indenture or the Subordinate Indenture that the Chief Financial Officer, with the advice of General Counsel to the Authority, bond counsel to the Authority and the Authority's financial advisor, determines are in the best interests of the Authority, provided that no such amendments to the Senior Indenture or the

Subordinate Indenture shall become effective until the forms thereof are approved by the Authority; and be it further

RESOLVED, that solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the U.S. Treasury Regulations, the Authority hereby declares its official intent to use proceeds of bonds and other obligations issued after the date of this resolution to reimburse itself for Reimbursement Expenditures; and be it further

RESOLVED, that the Authority hereby authorizes the Executive Director and the Chief Financial Officer, and each of them, to select the parties to and execute and deliver (and the Secretary is authorized to countersign, if necessary) each of the documents that is necessary or appropriate to effect each of the transactions contemplated hereby, including, without limitation, supplemental indentures, official statements, reoffering circulars, remarketing agreements, pricing notices, offers to tender or exchange bonds, offers to purchase bonds, tender agent agreements, dealer manager agreements, purchase/repurchase agreements, exchange agreements, credit or liquidity support agreements, reimbursement agreements, swap agreements, escrow agreements, continuing disclosure agreements and purchase contracts, including purchase contracts on a standard delivery basis or on a forward or delayed delivery basis (all such documents are collectively the “Bond Documents”) in substantially the forms approved hereby or executed by the Authority in the past, as applicable, with such additions thereto or changes therein, including, without limitation, additions or changes necessary or desirable to accommodate the discontinuation of LIBOR by, among other things, completing the transition to alternative reference rates, including tenor spread adjustments, and making related conforming changes in connection with new or existing swaps, whether through adherence to industry protocols or otherwise, or to accommodate forward delivery or delayed delivery bonds or the tender or exchange of bonds or private placements of bonds, or to establish terms and conditions related to the issuance of fixed interest rate Bonds having interest rates that change over the life of the bonds according to a schedule or by tax status of such Bonds, or in such other form as the officer executing the same, with the advice of General Counsel to the Authority and bond counsel to the Authority, may require or approve, the approval of such additions or changes or the approval of such other form to be conclusively evidenced by the execution and delivery of each Bond Document; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents (including, without limitation, fee agreements), amendments, instructions, orders, representations and requests and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to effectuate the actions that the Authority has approved in this Resolution and to carry out, consummate and perform the duties of the Authority set forth in the Bond Documents and all other documents executed in connection with the Bonds; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY

Alfredo Pedroza, Chair

The above resolution was entered into by the Bay Area Toll Authority at a duly called and noticed meeting held in San Francisco, California and at other remote locations, on February 22, 2023.

Date: February 22, 2023
W.I.: 1254
Referred by: BATA Oversight

Attachment A
Resolution No. 145
Page 1 of 1

ATTACHMENT A TO BATA RESOLUTION NO. 145

Additional Senior Bonds Certificate Pursuant To Section 3.01(B)(2) Of The Master Indenture*
Additional Bonds Test calculation for proposed \$100 million of Additional Senior Bonds

		Projected ABT		
		(\$ in 000)		
Fiscal Year Ending		6/30/2024	6/30/2025	6/30/2026
A	Bridge Toll Revenues ⁽¹⁾	\$893,600	\$959,760	\$1,026,560
B	Interest Earnings ⁽¹⁾	40,374	49,528	48,400
C	Other Operating Revenues ⁽¹⁾	15,000	15,000	15,000
D	Less: Operating & Maintenance Expenses ⁽¹⁾⁽²⁾	<u>2,421</u>	<u>2,493</u>	<u>2,568</u>
E	NET REVENUE (A + B + C)-D	\$946,553	\$1,021,795	\$1,087,392
F	Maximum Annual Debt Service after \$100 million of additional Senior Bonds issued ⁽³⁾⁽⁴⁾	\$410,553	\$410,553	\$410,553
G	Maximum Annual Debt Service Coverage (E / F)	2.31	2.49	2.65

(*)This table has been prepared in accordance with the requirements of the Master Indenture, dated as of May 1, 2001, as amended and supplemented (the "Senior Indenture").

(1) BATA Financial Model Proforma, including SB 595/RM3 Toll Revenues.

(2) Includes payments to Caltrans for operations and maintenance expenses of the toll facilities, defined as Category B Expenses. Also includes salaries and benefits, professional fees, and miscellaneous expenses.

(3) Interest Rates as of February 1, 2023 calculated according to the Master Indenture.

(4) Maximum Annual Debt Service occurs in Fiscal Year ending June 30, 2055.

FORM OF PRELIMINARY OFFICIAL STATEMENT DATED _____, 202_†

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 [202_ Series ___ Bonds] is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the [202_ Series ___ Bonds] is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that, for tax years beginning after December 31, 2022, interest on the [202_ Series ___ Bonds] included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. 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 [202_ Series ___ Bonds]. See “TAX MATTERS.”][TO BE UPDATED FOR TAXABLE TRANSACTIONS]

\$ _____*
**BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES ___
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[(FEDERALLY TAXABLE)]†**

\$ _____*
**BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES ___
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[(FEDERALLY TAXABLE)]†**

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 [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Federally Taxable)] (the “[the “202_ Series ___ Bonds”]”) pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”)]. [The Authority will also issue its San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds] [(Federally Taxable)] (the “[the “202_ Series ___ Bonds”]”), and together with the 202_ Series ___ Bonds, the “[the “202_ Series ___ Bonds”]”) pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”)].[The 202_ Series ___ Bonds are being issued in connection with the exchange of certain 20__ Series ___ Bonds as described herein.]

The [202_ 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 [202_ Series ___ Bonds are summarized in the SUMMARY OF OFFERING following this cover page. Investors may purchase the

* Preliminary, subject to change. [The principal amount of the 202_ Series ___ Bonds will be based upon the results of the offer to exchange, as described herein.]

† This Form of Preliminary Official Statement is not final and remains subject to ongoing review and update at the time of each BATA bond offering, including, without limitation updates of current financial and operating data and discussion of ongoing bridge projects and related matters. All financial and operating data of the Authority in this Form of Preliminary Official Statement is prepared based on audited financial data for the Fiscal Year Ended 2022. The Authority has authorized updates to the Preliminary Official Statement necessary to provide material, accurate and complete disclosure to investors in connection with the issuance of Bonds under the terms of the Resolution.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

[202_ Series ___ Bonds] in book-entry form only. The Depository Trust Company (“DTC”) will act as securities depository for the [202_ Series ___ Bonds].

[Concurrently with the issuance of the [202_ Series ___ Bonds], the Authority intends to issue its San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][Federally Taxable] (the “[the “202_ Series ___ Bonds”]”) [pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”)], and its San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][Federally Taxable] (the “[the “202_ Series ___ Bonds”]”) [pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”)], as described further herein. The sale of the [202_ Series ___ Bonds] is not contingent on the sale or delivery of such [202_ Series ___ Bonds].]

[The Authority, with the assistance of [_____] and [_____] , as dealer managers (the “Dealer Managers”), have released an “[Invitation to Tender/Exchange Bonds made by Bay Area Toll Authority]” dated _____, 202_ (the “Tender Offer”) inviting owners of certain maturities of the Authority’s outstanding San Francisco Bay Area Toll Bridge Revenue Bonds [_____] (collectively, the “Targeted Bonds”) to tender such bonds for purchase by the Authority. Such purchase of tendered bonds, if any, will be funded by a portion of the proceeds of the [202_ Series ___ Bonds] and the [202_ Series ___ Bonds] as described herein. See “SUMMARY OF FINANCING PLAN - Tender and Purchase.”]

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 [202_ Series ___ Bonds], [together with other available funds], to (i) [_____] [refund [all][a portion] of its outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, [20__ Series __] [and the Targeted Bonds not tendered], (ii) [make a deposit to the Reserve Fund established pursuant to the [Senior][Subordinate] Indenture], and (iii) pay the costs of issuing the [202_ Series ___ Bonds]. The Authority will use the proceeds from the sale of the [202_ Series ___ Bonds] to (i)[_____] [refund [all][a portion] of its outstanding San Francisco Bay Area Subordinate Toll Bridge Revenue Bonds, [20__ Series __], (ii) make a deposit to a reserve account for the benefit of the [202_ Series ___ Bonds] established pursuant to the [Senior][Subordinate] Indenture], and (iii) pay the costs of issuing the [202_ Series ___ Bonds].

The [202_ Series ___ Bonds] are subject to optional redemption and mandatory sinking fund redemption by the Authority prior to maturity as described in this Official Statement.

[The [202_ Series ___ Bonds] are subject to mandatory tender and remarketing on and prior to the Purchase Date following the end of the [Index][Term] Rate Period as described herein. The Authority expects funds from such remarketing to be applied to pay the purchase price of the [202_ Series ___ Bonds] upon mandatory tender. The Authority is not obligated to provide any other funds for the purchase of the [202_ Series ___ Bonds] other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to purchase the [202_ Series ___ Bonds] upon mandatory tender. If there are insufficient funds to purchase the [202_ Series ___ Bonds] at the end of any [Index] [Term] Rate Period, the owners will retain such [202_ Series ___ Bonds] which will then bear interest at the Stepped Rate (as described herein). See the SUMMARY OF OFFERING and “[202_ SERIES ___ BONDS] IN [INDEX][TERM] RATE MODE – Insufficient Funds; Stepped Rate.”]

[Separate letters of credit for each Series of the [202_ Series ___ Bonds] will be issued as summarized in the SUMMARY OF OFFERING following this cover page by [BANK] and [BANK].

[No letter of credit or other credit or liquidity facility will be in effect for the [202_ Series ___ Bonds] during the [Index][Term] Rate Period set forth in SUMMARY OF OFFERING. No letter of credit or other credit or liquidity facility will be in effect with respect to the [202_ Series ___ Bonds].]

The Authority is not obligated to pay any [202_ Series ___ Bonds] except from Revenue as defined and provided in the Senior Indenture. [The Authority is not obligated to pay any [202_ Series ___ Bonds] except from Revenue as defined and provided in the Subordinate Indenture.] The [202_ 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 [202_ 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 Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the Authority, and for the Underwriters by their counsel, Nixon Peabody LLP. The Authority expects that the [202_ Series ___ Bonds] will be available for delivery through DTC on or about [_____, 2023/2024].

[BofA Securities

Citigroup

J.P. Morgan Securities LLC

Barclays

Goldman Sachs & Co. LLC

Morgan Stanley]

[DATE, 2023/2024.]

[SUMMARY OF OFFERING]

\$[_____]°
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE [REFUNDING] BONDS
[202_ Series ___ Bonds] (Variable Rate Bonds) [FEDERALLY TAXABLE]

Maturity Date:	April 1, 20[___]
Price:	100%
Authorized Denominations:	\$100,000 and any integral multiple of \$5,000 in excess thereof
Interest Rate Determination Method†:	[_____] Rate
Interest Rate:	[_____]
Interest Payment Dates:	[First Business Day of each calendar month commencing_____]
Record Date for Interest Payments:	Business Day next preceding an Interest Payment Date
[Letter of Credit Provider/Index Agent:	[BANK/Senior/Subordinate Indenture Trustee]
[Letter of Credit Expiration Date	[_____, 202__]
[Index Rate Determination Date:	Wednesday of each week or, if Wednesday is not a Business Day, the next preceding Business Day]
[Purchase Date Following End of Index Rate Period‡:	[_____, 20__]
First Optional Redemption:	[_____, 20__]
Remarketing Agent:	[_____] [To be appointed by the Authority prior to the Purchase Date]
[Short Term Ratings*** Moody's/S&P/Fitch:	[_____]
Long Term Ratings**** Moody's/S&P/Fitch:	[_____]
Underlying Ratings Moody's/S&P/Fitch:	[_____]
CUSIP No.§:	072024[_____]
[Book Runner:]	[_____]

* Preliminary, subject to change.

† Upon satisfaction of certain conditions set forth in the Senior Indenture, the [20__ Series Bonds] may bear interest calculated pursuant to a different Interest Rate Determination Method. See "[2023/2024 SERIES SENIOR BONDS] IN [INDEX] RATE MODE – Conversion of Interest Rate Determination Method." This Official Statement is not intended to provide information about the [20__ Series Bonds] after the commencement of any new [Index] Rate Period, or after conversion to another Interest Rate Determination Method.

‡ The [20__ Series 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 FactSet Research Systems Inc. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

*** Based on the current ratings of the applicable Letter of Credit Provider.]

**** The Moody's long-term rating is based upon a joint default analysis based on the long-term rating of the Letter of Credit Provider, the rating of the Authority and the structure and legal protections of the transaction. The S&P long-term rating is based upon a joint support analysis of the Authority and the Letter of Credit Provider for the [20__ Series Bonds]. The Fitch long-term rating for the [20__ Series Bonds] is based upon Fitch's dual-party pay criteria and will be based jointly on the underlying rating assigned to the [20__ Series Bonds] by Fitch and the ratings assigned to the Letter of Credit Provider.]

[SUMMARY OF OFFERING
(Continued)]

\$ _____*

BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SUBORDINATE] TOLL BRIDGE REVENUE [REFUNDING]
BONDS
202_ SERIES __ [(FEDERALLY TAXABLE)]

<u>Maturity Date (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP Number[†]</u>
	\$	%	%	072024__

[\$ _____ 202_ Series __ Term Bond due April 1, 20__ — Interest Rate: __%;

Price: __% — CUSIP[†]: 072024__

\$ _____ 202_ Series __ Term Bond due April 1, 20__ — Interest Rate: __%;

Price: __% — CUSIP[†]: 072024__]

* Preliminary, subject to change. [The principal amount of the 202_ Series __ Bonds will be based upon the results of the offer to exchange, as described herein.]

DRAFT

[INSERT MAP OF BATA BRIDGES]

**BAY AREA TOLL AUTHORITY
MTC COMMISSIONERS AND AUTHORITY MEMBERS**

[SUBJECT TO UPDATE]

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
CAROL DUTRA-VERNACI	Cities of Alameda County
VICTORIA FLEMING	Sonoma County and Cities
FEDERAL D. GLOVER	Contra Costa County
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
JAMES P. SPERING	Solano County and Cities
VACANT	Marin County and Cities
VACANT	San Jose Mayor's Appointee
VACANT	Oakland Mayor's Appointee
VACANT	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

ALIX BOCKELMAN, Acting Executive Director* and Deputy Executive Director, Policy
ANDREW B. FREMIER, Deputy Executive Director, Operations
BRADFORD PAUL, Deputy Executive Director, Local Government Services

DEREK HANSEL, Chief Financial Officer
KATHLEEN KANE, General Counsel

SENIOR INDENTURE TRUSTEE

U.S. Bank Trust Company, National Association
San Francisco, California

SUBORDINATE INDENTURE TRUSTEE

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

BOND AND DISCLOSURE COUNSEL

Orrick, Herrington & Sutcliffe LLP
San Francisco, California

FINANCIAL ADVISOR

PFM Financial Advisors, LLC
San Francisco, California

* [Therese McMillan has announced her intention to retire from the Authority on January 31, 2023. Effective February 2, 2023, Alix Bockelman was designated Acting Executive Director until such time as the Commission takes another action regarding the Acting designation, or an appointment of an Interim or full-time Executive Director. The Commission is engaged in a search for a successor.]

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 [202_ 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 this Official Statement. The Underwriters have reviewed the information in this 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, 20[___] 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, 20[___] 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 this 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 [202_ 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 this 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. This Official Statement is submitted with respect to the sale of the [202_ 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 this 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 [202_ 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.

202_ SERIES ___ BONDS NOT REGISTERED

The [202_ 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 [202_ 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 [202_ Series ___ Bonds] in accordance with the applicable provisions of securities laws of any jurisdiction in which the [202_ 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 [202_ Series ___ Bonds] or possession or distribution of this 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 [202_ 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 [202_ 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 THIS OFFICIAL STATEMENT

Some statements contained in this 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, pro formas, 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 this 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 OUTSIDE THE UNITED STATES**

[INCLUDE RELEVANT INTERNATIONAL SALES LANGUAGE AND IF TO BE SOLD OVERSEAS]

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TABLE OF CONTENTS

Page

[TO BE UPDATED PER TRANSACTION]

APPENDIX A	BAY AREA TOLL AUTHORITY	A-1
APPENDIX B	DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE	B-1
APPENDIX C	DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE.....	C-1
APPENDIX D	BOOK-ENTRY ONLY SYSTEM.....	D-1
APPENDIX E	PROPOSED FORM OF OPINION OF BOND COUNSEL	E-1
APPENDIX F	PROJECTED DEBT SERVICE SCHEDULE	F-1
APPENDIX G	FORM OF CONTINUING DISCLOSURE AGREEMENT FOR [202_ SERIES ___ BONDS]	G-1
[APPENDIX H	GLOBAL CLEARANCE PROCEDURES.....	H-1]

\$[_____]*

**BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[(FEDERALLY TAXABLE)]**

\$[_____]*

**BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[(FEDERALLY TAXABLE)]**

INTRODUCTION AND PURPOSE OF THE [202_ 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 [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series __[Variable Rate Bonds][Fixed Rate Bonds][(Federally Taxable)] (the “[the “202_ Series __ Bonds”]”) pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”).” [The Authority will also issue its San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series __[Variable Rate Bonds][Fixed Rate Bonds] [(Federally Taxable)] (the “[the “202_ Series __ Bonds”]”), and together with the 202_ Series __ Bonds, the “[the “202_ Series __ Bonds”]”) pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”)] Investors must review the entire Official Statement to make an informed investment decision concerning the [202_ Series __ Bonds].

[Concurrently with the issuance of the [202_ Series __ Bonds], the Authority intends to issue its San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series __[Variable Rate Bonds][Fixed Rate Bonds][(Federally Taxable)] (the “[the “202_ Series __ Bonds”]”) [pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”), and its San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series __[Variable Rate Bonds][Fixed Rate Bonds][(Federally Taxable)] (the “[the “202_ Series __ Bonds”]”) [pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as successor trustee][Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The

* Preliminary, subject to change. [The principal amount of the 202_ Series __ Bonds will be based upon the results of the offer to exchange, as described herein.]

Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”), as described further herein. The sale of the [202_ Series ___ Bonds] is not contingent on the sale or delivery of such [202_ Series ___ Bonds.]

[The Authority, with the assistance of [_____] and [_____], as dealer managers (the “Dealer Managers”), have released an “[Invitation to Tender/Exchange Bonds made by Bay Area Toll Authority]” dated _____, 202_ (the “Tender/Exchange Offer”) inviting owners of certain maturities of the Authority’s outstanding San Francisco Bay Area Toll Bridge Revenue Bonds [_____] (collectively, the “Targeted Bonds”) to tender such bonds for purchase by the Authority. Such purchase of tendered bonds, if any, will be funded by a portion of the proceeds of the [202_ Series ___ Bonds] and the [202_ Series ___ Bonds] as described herein. See “SUMMARY OF FINANCING PLAN - Tender and Purchase.”]

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 [202_ Series ___ Bonds], [together with other available funds], to (i) [_____] [refund [all][a portion] of its outstanding San Francisco Bay Area Toll Bridge Revenue Bonds, [20__ Series ___] [and the Targeted Bonds not tendered], (ii) [make a deposit to the Reserve Fund established pursuant to the [Senior][Subordinate] Indenture, and (iii) pay the costs of issuing the [202_ Series ___ Bonds]. The Authority will use the proceeds from the sale of the [202_ Series ___ Bonds] to (i)[_____] [refund [all][a portion] of its outstanding San Francisco Bay Area Subordinate Toll Bridge Revenue Bonds, [20__ Series ___] [and the Targeted Bonds not tendered], (ii) make a deposit to a reserve account for the benefit of the [202_ Series ___ Bonds] established pursuant to the [Senior][Subordinate] Indenture, and (iii) pay the costs of issuing the [202_ Series ___ Bonds]. [The 202_ Series ___ Bonds will be exchanged for certain 20__ Series ___ Bonds as described in the Tender/Exchange Offer and Notice of Terms of Exchange, dated _____, 202_ (the “Notice of Terms of Exchange,” and, together with this Official Statement and the Tender/Exchange Offer, the “Exchange Documents”).] See “SUMMARY OF FINANCING PLAN.”]

[In connection with the issuance of the [202_ Series ___ Bonds], new letters of credit (each, a “Letter of Credit” and, collectively, the “Letters of Credit”) for each of the respecting Series are being issued by _____ or _____ (each, a “Letter of Credit Provider” and, collectively, the “Letter of Credit Providers”), as applicable, pursuant to the Reimbursement Agreement, dated _____, 20__(the “Reimbursement Agreement”), between the Authority and with certain banks and _____ as agent for such banks, all as further described herein. See “THE LETTER OF CREDIT PROVIDERS.” The Authority’s obligations to reimburse a Letter of Credit Provider for draws on its Letter of Credit are payable from Revenue pursuant to the Senior Indenture (as defined below) as summarized herein. See “THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT.”]

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 [202_ Series ___ Bonds] are payable from Revenue (as defined and provided in the Senior Indenture (defined below)) pursuant to the Senior Indenture, as summarized herein. Principal of and interest and mandatory sinking fund payments on the [202_ Series ___ Bonds] are payable from Revenue (as defined and provided in the Subordinate Indenture (defined below)) pursuant to the Subordinate Indenture, as summarized herein.

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 [202_ 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 [202_ 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 [202_ Series ___ Bonds] in book-entry form only. The [202_ 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 [202_ Series ___ Bonds]. Beneficial Owners of the [202_ Series ___ Bonds] will not receive certificates representing their ownership interests in the [202_ Series ___ Bonds] purchased. The Authority will make payments of principal of and interest on the [202_ Series ___ Bonds] to DTC, and DTC is to distribute such payments to its Direct Participants. Disbursement of such payments to Beneficial Owners of the [202_ Series ___ Bonds] is the responsibility of DTC’s Direct and Indirect Participants and not the Authority. See APPENDIX D – “BOOK-ENTRY ONLY SYSTEM.”

The [202_ 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.

DESCRIPTION OF THE [202_ SERIES ___ SENIOR BONDS]

The Authority will issue the [202_ Series ___ Bonds] pursuant to the Master Indenture, dated as of May 1, 2001 (the “Master Senior Indenture”), as supplemented by the Thirty-[Fourth] Supplemental Indenture, dated as of [_____ 1, 2023/2024] (the “Thirty-[Fourth] Supplemental Senior Indenture” and, together with the Master Senior Indenture, as previously supplemented and amended, the “Senior Indenture”), between the Authority and U.S. Bank [Trust Company,] National Association, as successor trustee (the “Senior Indenture Trustee”).

The [202_ 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.

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 [202_ Series ___ Bonds][Terms for the Bonds will be adjusted upon sale of the Bonds]

Upon issuance, the [202_ Series ___ Bonds] will bear interest from their delivery date at a/an [Daily/Weekly] Rate determined as described below under “—Interest Rate Determination Methods.” /[[Index] [Term] Rate calculated [with reference to the [SIFMA Swap Index] (as defined below) and the Applicable Spread of [_._] % for the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING], as described below. Interest on the [202_ Series ___ Bonds] while bearing interest at the [Index] [Term] Rate will be payable on [the first Business Day of each calendar month] during the [Index] [Term] Rate Period, and on the Interest Payment Date following the end of the [Index] [Term] Rate Period. The first Interest Payment Date for the [202_ Series ___ Bonds] is [_____, 20__]. Interest on the [202_ Series ___ Bonds] bearing interest at the [Index] [Term] Rate will be computed on the basis of a [365/366-day year and actual days elapsed]. Each [202_ Series ___ Bond] shall bear interest payable to the registered Owner thereof 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 [202_ Series ___ 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 [202_ Series ___ Bonds] while bearing interest at the [Index] [Term] Rate will be [the Business Day next preceding each Interest Payment Date]. The [202_ Series ___ Bonds] will be issued in fully registered form in Authorized Denominations of \$[_____,000] and any integral multiple thereof.

Other Interest Payment Dates for the [202_ Series ___ 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 – DEFINITIONS.”

During the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING, the [202_ Series ___ Bonds] will bear interest at the [_____] Rate]. The [_____] Rate] will be equal to the sum of [(a) the [_____] then in effect plus (b) the Applicable Spread for the [202_ Series ___ Bonds], and such rate will be rounded to the nearest [one hundred thousandth of one percent (0.00001%)]. [The initial [_____] with respect to the [202_ Series ___ Bonds] will be the [_____] 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] [Term] Rate Period, the [_____] Rate] with respect to the [202_ Series ___ Bonds] will be determined each [_____] , or if [_____] is not a Business Day the next preceding Business Day, such date being the same day the [_____] 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 [_____] Rate] is determined. The [_____] Rate] so calculated will apply to the Calendar Week (as defined in the Senior Indenture) from and including the immediately succeeding [_____] or, if calculated on a [_____] , such [_____] , to and including the following Wednesday. Until the end of the [Index] [Term] Rate Period, the [_____] Rate] for the [202_ Series ___ 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 “2023/2024 SERIES SENIOR BONDS] IN [INDEX] RATE MODE – Interest Rate Determination Methods – [Index] [Term] Rate .” In no event may the [_____] 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.”]

The [202_ Series ___ Bonds] will not be supported by a Credit Support Instrument during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket any [202_ Series ___ Bonds] at a new [Index] [Term] Rate or to convert any [202_ Series ___ Bonds] to another

interest rate period does not constitute an Event of Default under the Senior Indenture. See “2023/2024 SERIES SENIOR BONDS] IN [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 SIFMA and effective from such date. If such index is not published or otherwise made available, the [Index] [Term] Rate Index to which the Applicable Spread will be applied, with respect to the [202_ Series ___ Bonds], shall be 70% of the Treasury Rate (as defined in Appendix B).]

Mandatory Tender and Conversion of [202_ Series ___ Bonds]

The [202_ Series ___ Bonds] will be subject to mandatory tender and remarketing on the Purchase Date following the end of the initial [Index] [Term] Rate Period that begin on the delivery date of the [202_ Series ___ 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 [202_ Series ___ Bonds]. The Authority is not obligated to provide any funds for the purchase of the [202_ Series ___ Bonds] other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to purchase the [202_ Series ___ Bonds] upon such mandatory tender. If there are insufficient funds to purchase any [202_ Series ___ Bonds] at the end of the [Index] [Term] Rate Period, the owners will retain the [202_ Series ___ Bonds] and such [202_ Series ___ Bonds] will bear interest at the Stepped Rate (as described herein). See “[202_ Series ___ Bonds] IN [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 [202_ Series ___ Bonds] are also subject to mandatory tender and remarketing, at the option of the Authority, on any date on which such [202_ Series ___ Bonds] are subject to redemption at the option of the Authority. See “— Redemption Terms of the [202_ Series ___ Bonds]” and “[202_ Series ___ Bonds] IN [TERM][INDEX] RATE MODE – Mandatory Tender Provisions,” “— Conversion of Interest Rate Determination Method,” and “— Mandatory Tender for Authority Purchase of [202_ Series ___ Bonds] at Election of Authority.”

In the case of mandatory tender at the option of the Authority, a notice of mandatory tender is to be mailed by the Senior Indenture Trustee not less than twenty (20) days nor more than sixty (60) days prior to the tender date to DTC. In the case of the Purchase Date identified for the [202_ Series ___ Bonds] in the SUMMARY OF OFFERING or Conversion, a notice of mandatory tender is to be mailed by the Senior Indenture Trustee not less than thirty (30) 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 [202_ 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 [202_ Series ___ 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 [202_ Series ___ Bonds] after Conversion from the [Index] [Term] Rate to another Interest Rate Determination Method, other than the Stepped Rate, or upon establishment of a new [Index] [Term] Rate following the end of the initial [Index] [Term] Rate Period.

This Official Statement generally describes the [202_ Series ___ Bonds] while bearing interest at the [Index] [Term] Rate in the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Prospective purchasers of the [202_ Series ___ Bonds] bearing interest during an interest rate period other than the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING should not rely on this Official Statement. The summary of certain provisions of the [202_ Series ___ Bonds] set forth in this Official Statement is only applicable to [202_ Series ___ Bonds] bearing interest at the [Index] [Term] Rate during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING, or at a Stepped Rate. If the interest rate period for the [202_ Series ___ Bonds] is converted from an [Index] [Term] Rate Period to any other Interest Rate Determination Method, other than the Stepped Rate, the [202_ Series ___ 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 the [202_ Series ___ Bonds]. See APPENDIX B – “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE.”

[DESCRIPTION OF 202_ SERIES ___ SUBORDINATE BONDS]

The Authority will issue the [202_ Series Subordinate ___ Bonds] pursuant to the Subordinate Indenture, dated as of June 1, 2010 (the “Master Subordinate Indenture”), as supplemented by a [_____] Supplemental Indenture, dated as of [_____] 1, 2023/2024] (the “Subordinate Supplemental Indenture” and, together with the Master Subordinate Indenture, as previously supplemented and amended, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”). The [202_ Series ___ Bonds] and any other bonds issued under the Subordinate Indenture are sometimes referred to in this Official Statement as the “Subordinate 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.” See APPENDIX C – “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE” for a summary of certain terms of the Subordinate Bonds.

The [202_ Series Subordinate ___ Bonds] 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 [202_ Series Subordinate ___ Bonds] will be payable on April 1 and October 1 of each year commencing on April 1, 20[___] (each a “Subordinate Bonds Interest Payment Date”) and at maturity or upon the prior redemption thereof. The [202_ Series ___ Bonds] will bear interest payable to the registered owner thereof from the latest of: (i) its Issue Date, (ii) the most recent Subordinate Bonds Interest Payment Date to which interest has been paid thereon or duly provided for, or (iii) if the date of authentication of such [202_ Series Subordinate Bond] is after a record date but prior to the immediately succeeding Subordinate Bonds Interest Payment Date, the Subordinate Bonds Interest Payment Date immediately succeeding such date of authentication. The record date for [202_ Series Subordinate ___ Bonds] will be the fifteenth day (whether or not a Business Day) of the month preceding the month in which the Subordinate Bonds Interest Payment Date occurs. The [202_ Series Subordinate ___ Bonds] will be issued in fully registered form in the denominations of \$[1,000] and any integral multiple thereof.

For a description of the Authority’s Outstanding Subordinate Bonds and Subordinate Obligations, see APPENDIX A – “OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Subordinate Bonds” and APPENDIX F – “PROJECTED DEBT SERVICE SCHEDULE.”

REDEMPTION PROVISIONS OF THE [202_ SERIES ___ BONDS]

Redemption Terms of the [202_ Series ___ Bonds]

Optional Redemption. The [202_ Series ___ Bonds] bearing interest at the [_____] Rate are subject to redemption at the option of the Authority in whole or in part, in Authorized Denominations, on: (1) during the initial [_____] Rate Period for the [202_ Series ___ Bonds], any date on or after April 1, 20[___] 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 [_____] Rate Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium.

Mandatory Redemption. The [202_ Series ___ Bonds] are Term Bonds subject to mandatory redemption prior to maturity, in part, by lot, from Sinking Fund Installments for such [202_ Series ___ Bonds], on each date a Sinking Fund Installment for such [202_ Series ___ 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 [202_ Series ___ Bonds] shall be due in such amounts and on such dates as follows:

[202_ Series ___ Bonds]	
<i>Redemption Date</i> <i>(April 1)</i>	<i>Sinking Fund</i> <i>Installment (\$)</i>
20[___]	
20[___]	
20[___]	
20[___]	
20[___]	
20[___] [†]	

† Final Maturity

Purchase in Lieu of Redemption. The Authority may surrender to the Senior Indenture Trustee for cancellation any [202_ Series ___ Bonds] purchased by the Authority, and such [202_ Series ___ Bonds] shall be cancelled by the Senior Indenture Trustee. Upon such a cancellation, the Authority may designate the Sinking Fund Installments or portions thereof with respect to any [202_ Series ___ Bonds] that are Term Bonds which are to be reduced as allocated to such cancellation, in an aggregate amount equal to the principal amount of cancelled [202_ Series ___ Bonds] of such Series and maturity, and such Sinking Fund Installments shall be reduced accordingly. For purposes of such selection, [202_ Series ___ Bonds] of such Series and maturity shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately purchased and cancelled.

Selection of [202_ Series ___ Bonds] for Redemption. In the event of an optional redemption of any [202_ Series ___ Bond], the Authority will designate which Series and maturities of such [202_ Series ___ Bonds] are to be called for optional redemption. If less than all of the [202_ Series ___ Bonds] maturing by their terms on any one date are to be redeemed at any one time, the Senior Indenture Trustee shall select the [202_ Series ___ Bonds] of such Series and maturity date to be redeemed, from the Outstanding [202_ Series ___ Bonds] of such Series and 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, and shall promptly notify the Authority in writing of the numbers of the [202_ Series ___ Bonds] so selected for redemption. For purposes of such selection, [202_ Series ___ 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. In the event [202_ Series ___ Bonds] are designated for redemption, the Authority may designate which Sinking Fund Installments, or portions thereof, are to be reduced as allocated to such redemption. DTC’s stated practice generally 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.”

In the event of a mandatory redemption of any [202_ Series ___ Bond], if less than all of the [202_ Series ___ Bonds] maturing by their terms on any one date are to be redeemed at any one time with Sinking Fund Installments, the Senior Indenture Trustee shall select the [202_ Series ___ Bonds] of such Series and maturity to be redeemed, from the Outstanding Senior Bonds of such Series and 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. The Senior Indenture Trustee shall promptly notify the Authority in writing of the [202_ Series ___ Bonds] so selected for redemption. For purposes of such selection, [202_ Series ___ 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.

Redemption Terms of the [202_ Series ___ Bonds]

Optional Redemption. The [202_ Series ___ Bonds] are 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, 20[___], at a redemption price equal to the principal amount of [202_ Series ___ Bonds] called for redemption plus accrued and unpaid interest to the date fixed for redemption, without premium.

Mandatory Redemption. The [202_ Series ___ Bonds] maturing on April 1, 20[___] are subject to mandatory redemption prior to their stated maturity, in part, from Sinking Fund Installments on each date a Sinking Fund Installment is due for such maturity of [202_ Series ___ Bonds] as specified below, in the principal amount equal to the Sinking Fund Installment due on such date and at a redemption price equal to 100% of the principal amount thereof, plus accrued but unpaid interest to the redemption date, without premium. The Sinking Fund Installments for the [202_ Series ___ Bonds] maturing on April 1, 20[___] shall be due in the amounts and on the dates as follows:

[202_ Series ___ Bonds] Term Bond	
Maturing April 1, 20[___]	
<i>Redemption Date</i> <i>(April 1)</i>	<i>Sinking Fund</i> <i>Installment (\$)</i>
20[___]	
20[___]	
20[___]	
20[___]	
20[___]†	

† Maturity

Purchase in Lieu of Redemption. The Authority may surrender to the Subordinate Indenture Trustee for cancellation any [202_ Series ___ Bonds] purchased by the Authority, and such [202_ Series ___ Bonds] shall be cancelled by the Subordinate Indenture Trustee. Upon such a cancellation, the Authority may designate in writing to the Subordinate Indenture Trustee the Sinking Fund Installments or portions thereof with respect to any [202_ Series ___ Bonds] that are Term Bonds which are to be reduced

as allocated to such cancellation, in an aggregate amount equal to the principal amount of cancelled [202_ Series ___ Bonds] of such maturity, and such Sinking Fund Installments shall be reduced accordingly. For purposes of such selection, [202_ Series ___ Bonds] of such maturity shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately purchased and cancelled.

Selection of [202_ Series ___ Bonds] for Redemption. In the case of redemptions of [202_ Series ___ Bonds] at the option of the Authority, the Authority will designate which maturities of [202_ Series ___ Bonds] are to be redeemed. If less than all [202_ Series ___ Bonds] of a Series maturing on any one date are to be redeemed at any one time, DTC's practice is to determine by lot the amount of the interest of each DTC Direct Participant in the Series to be redeemed. See APPENDIX D – "BOOK-ENTRY ONLY SYSTEM." For purposes of such selection, the [202_ Series ___ Bonds] shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event of an optional redemption of any Term Bonds of a Series of [202_ Series ___ Bonds], the Authority will designate the Sinking Fund Installments, or portions thereof, that are to be reduced as a result of such redemption.

Notice of Redemption

Each notice of redemption is to be mailed by the Senior Indenture Trustee or the Subordinate Indenture Trustee, as applicable, to DTC not less than twenty (20) nor more than sixty (60) days prior to the redemption date. 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 [202_ Series ___ Bonds] will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee and the Subordinate Indenture Trustee, as applicable, 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 [202_ Series ___ Bonds] 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 [202_ Series ___ Bonds] and the redemption will be cancelled. The Senior Indenture Trustee and the Subordinate Indenture Trustee, as applicable, 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 [202_ Series ___ Bonds], rescind and cancel such notice of redemption by Written Request of the Authority to the Senior Indenture Trustee or the Subordinate Indenture Trustee, as applicable, and any optional redemption of the [202_ Series ___ Bonds] and notice thereof will be rescinded and cancelled and the applicable trustee is to mail notice of such cancellation to DTC.

Any optional redemption of the [202_ 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 applicable 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 [202_ Series ___ Bonds] called for optional redemption and such failure to optionally redeem the [202_ Series ___ Bonds] called for redemption is not a default under the Senior Indenture or Subordinate Indenture, as applicable.

Effect of Redemption

Notice of redemption having been duly given pursuant to the Senior Indenture or the Subordinate Indenture, as applicable, and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the [202_ Series ___ Bonds] (or portions thereof) so called for redemption being held by the Senior Indenture Trustee or the Subordinate Indenture Trustee, as applicable, on the redemption date designated in such notice, the [202_ 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 [202_ Series ___ Bonds] shall cease to accrue, and said [202_ Series ___ Bonds] (or portions thereof) shall cease to be entitled to any benefit or security under the Senior Indenture or the Subordinate Indenture, as applicable.

[202_ SERIES ___ BONDS] IN [_____] RATE MODE]

Interest Rate Determination Methods

General. Upon their initial issuance, the [202_ Series ___ Bonds] will bear interest at a [Daily][Weekly] Rate, which for the initial [Daily][Weekly], Rate Period shall be ___%* for all Series of [202_ Series ___ Bonds]. The Authority has the right to change the Interest Rate Determination Method for all (but not less than all) of a Series of the [202_ Series ___ 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.

Each Series of the [202_ Series ___ Bonds] will initially have a Remarketing Agent. See “REMARKETING AGENTS.” See also “PRACTICES AND PROCEDURES RELATED TO THE [202_ Series ___ Bonds].”

[DAILY AND WEEKLY RATE INTEREST RATE PROVISIONS SET FORTH BELOW]

No Daily Rate or Weekly Rate on the [202_ Series ___ Bonds] will exceed 12% per annum.

Daily Rate. So long as a Series of [202_ Series ___ Bonds] is in the Daily Rate Period, such Bonds will bear interest at a Daily Rate. During each Daily Rate Period, the applicable Remarketing Agent is to set a Daily Rate for such Series of [202_ Series ___ Bonds] by 9:30 a.m., New York City time, on each Business Day, which Daily Rate is to be the rate of interest that, if borne by such Series of [202_ Series ___ Bonds] in the Daily 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 such Series of [202_ Series ___ 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 such Series of [202_ Series ___ Bonds] for which the Daily Rate is to be determined, be the lowest interest rate that would enable the applicable Remarketing Agent to place such Series of [202_ Series ___ Bonds] at a price of par (plus accrued interest, if any) on such Business Day. The Daily Rate for any non-Business Day will be the rate for the last Business Day on which a Daily Rate was set.

Weekly Rate. So long as a Series of [202_ Series ___ Bonds] are in the Weekly Rate Period, such Bonds will bear interest at a Weekly Rate. During each Weekly Rate Period, the applicable Remarketing Agent is to set a Weekly Rate for such Series of [202_ Series ___ Bonds], by 5:00 P.M., New York City time, on each Wednesday (or the immediately succeeding Business Day, if such Wednesday is not a

* Preliminary, subject to change.

Business Day) for the next period of seven (7) days from and including Thursday of any week to and including Wednesday of the next following week (a “Calendar Week”); *provided*, that, the Weekly Rate for the first Calendar Week (or portion thereof) following a Conversion Date resulting in a change in the Interest Rate Determination Method to a Weekly Rate is to be set by the applicable Remarketing Agent on the Business Day immediately preceding such Conversion Date; *provided further*, that, in connection with the substitution of a Credit Support Instrument providing support for any Series of the [202_ Series ___ Bonds] bearing interest at the Weekly Rate, the Weekly Rate with respect to such Series for the first Calendar Week (or portion thereof) following such substitution shall be set by the applicable Remarketing Agent on the Business Day immediately preceding the date of such substitution, and such Weekly Rate will be effective only if such substitution is effected. Each Weekly Rate shall be the rate of interest which, if borne by such Series of [202_ Series ___ Bonds] in the Weekly 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 such Series of [202_ Series ___ Bonds] for which the Weekly Rate is to be determined, 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 [202_ Series ___ Bonds] for which the Weekly Rate is to be determined, be the lowest interest rate that would enable the applicable Remarketing Agent to place such Series of [202_ Series ___ Bonds] at a price of par (plus accrued interest, if any) on the first day of such Weekly Rate Period.

Failure to Determine Rate for Certain Rate Periods. If, for any reason, the Daily Rate or the Weekly Rate for the [202_ Series ___ Bonds] is not established as described above, or there is no Remarketing Agent for the applicable Series of [202_ Series ___ Bonds], or any Daily Rate or Weekly Rate so established is held to be invalid or unenforceable, then an interest rate for such Series of [202_ Series ___ Bonds] for such Rate Period equal to 100% of the SIFMA Swap Index on the date such Daily Rate or Weekly Rate was (or would have been) determined, as provided pursuant to the provisions of the Indenture described above, shall be established automatically. “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 (formerly the Bond Market Association) (“SIFMA”) or any person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Senior Indenture Trustee and effective from such date.

Bond Purchases. The Senior Indenture Trustee will make each purchase drawing under the applicable Letter of Credit in an amount equal to the Purchase Price for such Series of [202_ Series ___ Bonds] being purchased less the amount of remarketing proceeds, if any, that the Senior Indenture Trustee has received from the applicable Remarketing Agent by the time that is thirty minutes prior to the latest time for submitting purchase draw requests for same day payment under the applicable Letter of Credit. The applicable Remarketing Agent for the [202_ Series ___ Bonds] will be required to transfer to the Senior Indenture Trustee the proceeds of any remarketing that has occurred by 12:15 p.m., New York City time, thereby assisting the Senior Indenture Trustee to determine whether it is necessary to obtain funds under the applicable Letter of Credit to purchase tendered [202_ Series ___ Bonds].]

Optional Tender Provisions

The [202_ Series ___ Bonds] bearing interest at a Daily Rate or a Weekly Rate (other than Credit Provider Bonds) are subject to tender for purchase and remarketing at the option of the Owner or the Beneficial Owners of those [202_ Series ___ Bonds], who may elect to have [202_ Series ___ Bonds] (or portions thereof in Authorized Denominations) purchased at a purchase price (the “Purchase Price”) equal to the principal amount thereof, without premium, plus any accrued interest to the Purchase Date. If the Purchase Date occurs before an Interest Payment Date, but after the Record Date applicable to such Interest

Payment Date, then accrued interest will be paid to DTC for payment to the Beneficial Owners as of the applicable Record Date.

[202_ Series ___ Bonds] bearing interest at a Daily Rate may be tendered for purchase on any Business Day at the applicable Purchase Price, payable in immediately available funds, upon (A) delivery by the Owner or the Beneficial Owner of such [202_ Series ___ Bonds] to the applicable Remarketing Agent and to the Senior Indenture Trustee at its Principal Office of an irrevocable written or electronic notice by 11:00 A.M. (New York City time) on any Business Day, that states the principal amount of such [202_ Series ___ Bond] to be tendered for purchase and the Purchase Date, and (B) delivery of such [202_ Series ___ Bonds] to the Senior Indenture Trustee on the Purchase Date in accordance with the Indenture.

[202_ Series ___ Bonds] bearing interest at a Weekly Rate may be tendered for purchase on any Business Day at the applicable Purchase Price, payable in immediately available funds, upon (A) delivery by the Owner or the Beneficial Owner of such [202_ Series ___ Bonds] to the applicable Remarketing Agent and to the Senior Indenture Trustee at its Principal Office of an irrevocable written or electronic notice by 5:00 P.M. (New York City time) on any Business Day at least seven (7) days prior to the Purchase Date, which states the principal amount of such [202_ Series ___ Bond] to be tendered for purchase and the Purchase Date, and (B) delivery of such [202_ Series ___ Bonds] to the Senior Indenture Trustee on the Purchase Date in accordance with the Indenture.

Any [202_ Series ___ Bond] may be tendered for purchase in part as long as the amount so purchased and not so purchased are each in an Authorized Denomination.

Any instrument delivered to the Senior Indenture Trustee in accordance with the provisions of the Indenture described above shall be irrevocable with respect to the purchase for which such instrument was delivered and shall be binding upon DTC and any subsequent Owner or Beneficial Owner of the [202_ Series ___ Bonds] to which it relates, including any [202_ Series ___ Bond] issued in exchange therefor or upon the registration of transfer thereof, and as of the date of such instrument, the Owner or the Beneficial Owner of the [202_ Series ___ Bonds] specified therein shall not have any right to optionally tender for purchase such [202_ Series ___ Bonds] prior to the date of purchase specified in such notice. The Authority, the applicable Remarketing Agent and the Senior Indenture Trustee may conclusively assume that any person (other than an Owner) providing notice of optional tender pursuant to the Indenture is the Beneficial Owner of the [202_ Series ___ Bonds] to which such notice relates, and none of the Authority, the applicable Remarketing Agent or the Senior Indenture Trustee shall assume any liability in accepting such notice from any person whom it reasonably believes to be a Beneficial Owner of [202_ Series ___ Bonds].

Draws on the applicable Letter of Credit issued pursuant to the Reimbursement Agreement described under “THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT” will provide funds for the purchase of the applicable [202_ Series ___ Bonds] that are not successfully remarketed upon optional tender by Owners or Beneficial Owners for purchase and remarketing. See “Funding Optional and Mandatory Tenders of [202_ Series ___ Bonds]” below.

Mandatory Tender Provisions

The [202_ Series ___ Bonds] will be subject to mandatory tender for purchase at the applicable Purchase Price on the Conversion Date (or on the proposed Conversion Date if the conversion fails to occur) to a new Interest Rate Determination Method specified in a Conversion Notice as described above under “Conversion of Interest Rate Determination Method.”

Draws on the applicable Letter of Credit issued pursuant to the Reimbursement Agreement described under the caption “THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT”

will provide funds for the purchase of the applicable [202_ Series ___ Bonds] that are not successfully remarketed upon optional tender by Bond owners for purchase and remarketing, and for the purchase of [202_ Series ___ Bonds] that are not successfully remarketed upon mandatory tender. The [202_ Series ___ Bonds] will be subject to mandatory tender for purchase at the applicable Purchase Price (i) on the fifth (5th) Business Day preceding the scheduled expiration of, or the termination by election of the Authority of, the applicable Letter of Credit, and (ii) on the date of provision of a substitute credit or liquidity facility and resultant termination of the applicable Letter of Credit. An alternate Credit Support Instrument may not be substituted for the applicable Letter of Credit for the applicable [202_ Series ___ Bonds] unless a mandatory tender and purchase of all of the applicable [202_ Series ___ Bonds] occurs. The Senior Indenture Trustee is to give DTC at least 15 days' notice of any such elected termination, substitution or expiration. The Authority may rescind any notice of mandatory tender provided to Owners in connection with the substitution of a Credit Support Instrument by giving written notice of such rescission to Owners of such [202_ Series ___ Bonds] on or prior to the date set for such substitution and mandatory tender and such notice previously delivered by the Authority shall be of no force and effect.

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 [202_ 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 any notice to Beneficial Owners of [202_ Series ___ Bonds].

Funding Optional and Mandatory Tenders of [202_ Series ___ Bonds]

The Authority expects funds to be made available to purchase [202_ Series ___ Bonds] tendered for purchase pursuant to the optional and mandatory tender provisions described above by having the applicable Remarketing Agent remarket the tendered [202_ Series ___ Bonds] and having the proceeds applied to purchase the tendered [202_ Series ___ Bonds]. See "REMARKETING AGENTS."

Payment of the purchase price for any [202_ Series ___ Bonds] tendered for purchase and not successfully remarketed is expected to be paid from amounts drawn under the applicable Letter of Credit as described under "THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT." If insufficient funds are available from remarketing proceeds and under the applicable Letter of Credit, the Authority has the option, but no obligation under the Indenture, to pay the shortfall to the Senior Indenture Trustee.

The Indenture provides that if sufficient funds are not available for the purchase of all [202_ Series ___ Bonds] tendered and required to be purchased on any Purchase Date, all [202_ Series ___ Bonds] shall bear interest at the lesser of the SIFMA Swap Index plus 3% and the Maximum Interest Rate from the date of such failed purchase until all such [202_ Series ___ Bonds] are purchased as required in accordance with the Indenture, and that all tendered [202_ Series ___ Bonds] shall be returned to the respective Owners. Thereafter, the Senior Indenture Trustee is to continue to take all such action available to it to obtain remarketing proceeds from the applicable Remarketing Agent and sufficient other funds from the applicable Letter of Credit to purchase all [202_ Series ___ Bonds] required to be purchased. The Indenture provides that such failed purchase and return shall not constitute an Event of Default.

Mechanics and Timing of Optional and Mandatory Tenders

The mechanics and timing of delivery and payment for [202_ Series ___ Bonds] tendered for purchase are addressed in the Indenture. See APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE — THE SENIOR INDENTURE — Mechanics of Optional and Mandatory Tenders."

Mandatory Tender for Authority Purchase of [202_ Series ___ Bonds] at Election of Authority

The [202_ Series ___ Bonds] are also subject to mandatory tender for purchase by the Authority, in whole or in part (in Authorized Denominations), on any date such [202_ Series ___ Bonds] would be subject to optional redemption (each, an “Optional Purchase Date”) at a purchase price equal to the principal amount of such [202_ Series ___ Bonds] to be purchased on the Optional Purchase Date, plus accrued interest to the Optional Purchase Date (the “Optional Purchase Price”). In the event that the Authority determines to purchase any [202_ Series ___ Bonds] on any Optional Purchase Date, the Authority will provide the Senior Indenture Trustee with written notice of such determination at least 35 days prior to the Optional Purchase Date, which notice will specify the Series of [202_ Series ___ Bonds] and the principal amount of such [202_ Series ___ 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 [202_ Series ___ Bonds] pursuant the provisions described above, the Senior Indenture Trustee shall give notice to the Owners of the [202_ Series ___ Bonds] and the Remarketing Agent, in the name of the Authority, of the mandatory tender for purchase such [202_ Series ___ Bonds], which notice shall be mailed, by first class mail, postage prepaid, not more than 60 nor less than 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 [202_ Series ___ 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 [202_ Series ___ Bonds] pursuant to the provisions of the 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 [202_ 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 any notice to Beneficial Owners of [202_ Series ___ Bonds].

If less than all of the [202_ Series ___ Bonds] are to be called for mandatory tender at the election of the Authority, the Authority may select the principal amount and maturity of such [202_ Series ___ Bonds] to be purchased at its sole discretion. If less than all of the [202_ Series ___ Bonds] 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 [202_ Series ___ Bonds] to be tendered. See APPENDIX D – “BOOK-ENTRY ONLY SYSTEM.” For purposes of such selection, the [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds]. No funds may be drawn on the applicable Letter of Credit to pay the Optional Purchase Price of the applicable [202_ Series ___ Bonds] on a mandatory tender at the option of the Authority.

Funding for purchases of [202_ Series ___ Bonds] pursuant to the mandatory tender at the election of the Authority as described under this heading is not in the addressed Letters of Credit described under “THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT” or in the Authority’s agreements with the Remarketing Agents for [202_ Series ___ Bonds].

[INDEX AND TERM RATE INTEREST RATE PROVISIONS SET FORTH BELOW]

General. From the delivery date until the end of the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING, the [202_ Series ___ 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 the [202_ Series ___ 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 the [Index] [Term] Rate Period, the Authority will appoint one or more remarketing agents for the [202_ Series ___ 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 [Index] [Term] Rate Mode, the [202_ Series ___ Bonds] are not subject to tender for purchase and remarketing at the option of the Owner or Beneficial Owners of such [202_ Series ___ Bonds]. The [202_ Series ___ 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 [202_ Series ___ Bonds] while in the initial [Index] [Term] Rate Period.

[202_ Series ___ Bonds SIFMA Index Rate]. Until such time as the [202_ Series ___ Bonds] are successfully converted to another Interest Rate Determination Method, all [202_ Series ___ Bonds] will bear interest at the [_____Rate] determined by the [Index Agent] or, following the end of the [Index] [Term] Rate Period upon a failure to remarket the [202_ Series ___ Bonds], at the Stepped Rate. See “DESCRIPTION OF THE [202_ SERIES SENIOR BONDS] – The [202_ Series ___ Bonds]” above and “— Insufficient Funds; Stepped Rate” below. The determination of [Index] [Term] Rate 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] [Term] 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] [Term] Rate then in effect or, alternatively, the Senior Indenture Trustee may make such information available by readily accessible Electronic means.

The [202_ Series ___ Bonds] will not be supported by a Credit Support Instrument during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket all [202_ Series ___ Bonds] at a new [Index] [Term] Rate or to convert any such [202_ Series ___ 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] [Term] Rate Periods. In connection with any future Conversion of the [202_ Series ___ Bonds] to an [Index] [Term] Rate Period, or upon the establishment of a new [Index] [Term] Rate following the end of the initial [Index] [Term] Rate Period, the Remarketing Agent will determine the Applicable Spread to be used in calculating the [Index] [Term] Rate for the [202_ Series ___ Bonds] on or before the [Index] [Term] 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] [Term] Rate Index, will result in the minimum [Index] [Term] Rate that, in the judgment of the Remarketing Agent under then-existing market conditions, will result in the remarketing of such [202_ Series ___ 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] [Term] Rate Periods, the duration of the [Index] [Term] Rate Period, the Stepped Rate to be applicable to such [202_ Series ___ Bonds] should insufficient funds be available for their purchase at the end of such [Index] [Term] Rate Period, the next Purchase Date, the [Index] [Term] Rate Index, the frequency with which the [Index] [Term] Rate will be recalculated, the Interest Payment Dates applicable to the [202_ Series ___ Bonds] and any alternative [Index] [Term] Rate Determination Dates shall be as specified in the Pricing Notice given with respect to the Conversion of such [202_ Series ___ Bonds] to the [Index] [Term] Rate Period or with respect to any new [Index] [Term] Rate and [Index] [Term] Rate Period for such [202_ Series ___ Bonds] then bearing interest at an [Index] [Term] Rate . See “[Index] [Term] Rate Continuation” and “— Insufficient Funds; Stepped Rate” below.

[Index] [Term] Rate Continuation. On any date that [202_ Series ___ Bonds] in an [Index] [Term] Rate Period are subject to optional redemption, or as of the Purchase Date of any [202_ Series ___ Bonds] in an [Index] [Term] Rate Period, unless the Authority has given a Conversion Notice with respect to the Conversion of such [202_ Series ___ Bonds] to another Interest Rate Determination Method, the Authority may establish a new [Index] [Term] Rate Period for such [202_ Series ___ Bonds] by delivery of a written notice (an “[Index] [Term] 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 [202_ Series ___ Bonds].

The Conversion Notice and the [Index] [Term] 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 [202_ Series ___ Bonds] shall have the option to tender such [202_ Series ___ Bonds] for purchase during the new Interest Rate Determination Method; (4) if a new Credit Support Instrument will be in effect for such [202_ Series ___ 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] [Term] Rate Period. The Pricing Notice delivered in connection with a Conversion to or continuation of an [Index] [Term] Rate must specify: (1) the duration of the [Index] [Term] Rate Period, (2) the optional redemption provisions applicable to such [202_ Series ___ Bonds] during such [Index] [Term] Rate Period, if any, (3) the Stepped Rate (as defined below) to be applicable to such [202_ Series ___ Bonds] should insufficient funds be available to purchase such bonds at the end of such [Index] [Term] Rate Period, (4) the proposed next Purchase Date, if any, (5) the [Index] [Term] Rate Index, if other than the [SIFMA Swap Index], (6) the frequency with which the [Index] [Term] Rate shall be recalculated, (7) the proposed Interest Payment Dates applicable to such [202_ Series ___ Bonds] while bearing interest in an [Index] [Term] Rate Period, and (8) alternative [Index] [Term] Rate Determination Dates and Stepped Rate Determination Dates, if any.

The first day of such new [Index] [Term] Rate Period shall be a Purchase Date on which such [202_ Series ___ Bonds] are subject to optional redemption or to mandatory tender pursuant to the applicable provisions of the Senior Indenture. Each such [202_ Series ___ Bond] will be subject to mandatory tender on the first day of such new [Index] [Term] Rate Period for purchase at its Purchase Price. No new [Index] [Term] Rate Period shall become effective unless an Opinion of Bond Counsel is delivered on (and as of) the first day of the new [Index] [Term] Rate Period and unless all such Outstanding [202_ Series ___ Bonds] of such Series are successfully remarketed in the new [Index] [Term] Rate Period at the new [Index] [Term] Rate on the first day of the new [Index] [Term] Rate Period.

Notice to Owners. Upon receipt of an [Index] [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 new [Index] [Term] Rate Period, the Senior Indenture Trustee must give notice by first-class mail to the Owners of the affected [202_ Series ___ 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] [Term] Rate Period is to be established for such [202_ Series ___ Bonds] on the applicable [Index] [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, (2) state that a new [Index] [Term] 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] [Term] Rate Period and all such [202_ Series ___ Bonds] of such Series are successfully remarketed in the new [Index] [Term] Rate Period and at the new [Index] [Term] Rate on the first day thereof, and (3) additional information required by the Senior Indenture.

End of [Index] [Term]Rate. In the event the Authority has not given an [Index] [Term] Rate Continuation Notice or a Conversion Notice with respect to [202_ Series ___ Bonds] bearing interest at an [Index] [Term] Rate at the time required, or if the conditions to the effectiveness of a new [Index] [Term] Rate Period and new [Index] [Term] 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] [Term] Rate Period, a Weekly Rate Period shall automatically commence for such [202_ Series ___ Bonds], provided that such [202_ Series ___ Bonds] shall not be subject to optional tender and such [202_ Series ___ Bonds] shall bear interest at a rate of interest equal to the Stepped Rate until they are successfully remarketed.

The [202_ Series ___ Bonds] will not be supported by a Credit Support Instrument during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket all [202_ Series ___ Bonds] at a new [Index] [Term] Rate or to convert any such [202_ Series ___ 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 [202_ Series ___ Bonds] bearing interest in an [Index] [Term] Rate Period and not supported by a Credit Support Instrument, if sufficient funds are not available for the purchase of all [202_ Series ___ Bonds] tendered or deemed tendered and required to be purchased on the Purchase Date following the end of the [Index] [Term] Rate Period, all [202_ Series ___ Bonds] 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 [202_ Series ___ Bonds] are purchased, such rate to be determined in accordance with the Thirty-[Fourth] Supplemental Indenture, and all tendered [202_ Series ___ Bonds] shall be returned to their respective Owners. Notwithstanding anything to the contrary in the Senior Indenture, such [202_ Series ___ 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 the [202_ Series ___ 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 [202_ Series ___ Bonds] and such [202_ Series ___ 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. **The [202_ Series ___ Bonds] will not be supported by a Credit Support Instrument while in the initial [Index] [Term] Rate Period.**

From the Failed Tender Date until all of the affected [202_ Series ___ Bonds] are purchased as required under the Senior Indenture, such [202_ Series ___ 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 [202_ Series ___ 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 [Index] [Term] Rate Period for any [202_ Series ___ 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 [202_ Series ___ Bonds] should insufficient funds be available to purchase such [202_ Series ___ Bonds] in connection with a mandatory tender at the end of an [Index] [Term] Rate Period during which such [202_ Series ___ 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 [202_ Series ___ Bonds] to a Term Rate Period or an Index Rate Period or with the continuation of an [Index] [Term] Rate Period with respect to such [202_ Series ___ Bonds] pursuant to the terms of the Senior Indenture. If no Stepped Rate was specified in the Pricing Notice relating to the expiring [Index] [Term] Rate Period for such [202_ Series ___ Bonds], and upon issuance with respect to the initial [Index] [Term] Rate Period for the [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds] to a Term Rate Period or an Index Rate Period or with the continuation of an Index Rate Period with respect to such [202_ Series ___ Bonds] pursuant to the terms of the Senior Indenture. If no Stepped Rate Index was specified in the Pricing Notice relating to the expiring Index Rate Period for such [202_ Series ___ Bonds], and upon initial issuance with respect to the initial Index Rate Period for the [202_ Series ___ Bonds], the Stepped Rate Index shall be the SIFMA Swap Index (as defined above under “DESCRIPTION OF THE [202_ Series SERIES SENIOR BONDS] – The [202_ Series ___ Bonds]).”]

“Failed Tender Date” means, for any [202_ Series ___ Bonds] bearing interest at an [Index] [Term] Rate, the date on which insufficient funds are available for the purchase of all [202_ Series ___ Bonds] tendered or deemed tendered and required to be purchased at the end of the [Index] [Term] Rate Period as described in the Senior Indenture.]

Conversion of Interest Rate Determination Method

Right of Conversion. The Interest Rate Determination Method for any [202_ Series ___ 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 [202_ Series ___ Bonds] are subject to optional redemption and on the date following the end of the [Index] [Term] 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. 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 [202_ Series ___ 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 [202_ Series ___ Bonds].

Failure to Convert. The Senior Indenture provides that after the end of an [Index] [Term] Rate Period upon a failed conversion of any [202_ Series ___ Bonds] from an [Index] [Term] Rate to another Interest Rate Determination Method or to a new [Index] [Term] Rate Period, such [202_ Series ___ Bonds] will bear interest at the Stepped Rate described above. Unsuccessful conversions attempted prior to the end of the [Index] [Term] Rate Period do not result in a change in rate and the Owners of such [202_ Series ___ Bonds] will continue to hold such Bonds at the [Index] [Term] Rate until the end of the [Index] [Term] Rate Period. However, after the end of the [Index] [Term] Rate Period, any [202_ Series ___ Bonds] not remarketed will bear interest at the Stepped Rate.

In addition, the Remarketing Agent shall remain obligated to remarket such [202_ Series ___ Bonds] and such [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ 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 any notice to Beneficial Owners of [202_ Series ___ Bonds].

Funding Mandatory Tenders of [202_ Series ___ Bonds]

The Authority expects funds to be made available to purchase [202_ Series ___ Bonds] tendered for purchase pursuant to the mandatory tender provisions described above by having the Remarketing Agents remarket the tendered [202_ Series ___ Bonds] and having the proceeds applied to purchase the tendered [202_ Series ___ Bonds]. See “REMARKETING AGENTS.”

The Authority is not obligated to provide any other funds for the purchase of the [202_ Series ___ Bonds] following the end of the initial [Index] [Term] Rate Period other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to pay the [202_ Series ___ Bonds] upon mandatory tender. The Senior Indenture provides that if sufficient funds are not available for the purchase of any [202_ Series ___ Bonds] tendered for purchase following the end of the initial [Index] [Term] Rate Period pursuant to the mandatory tender provisions described above, such [202_ Series ___ Bonds] shall bear interest at the Stepped Rate following the end of the [Index] [Term] Rate Period. See “— Insufficient Funds; Stepped Rate” above.

If such remarketing of the [202_ Series ___ 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 [202_ Series ___ Bonds] include Bridge Toll Revenues and unencumbered funds of the Authority. Principal of and accrued and unpaid interest on the [202_ Series ___ 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 [202_ Series ___ Bonds] at Election of Authority

The [202_ Series ___ 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 [202_ Series ___ Bonds] would be subject to optional redemption (each, an “Optional Purchase Date”) at a purchase price, with respect to the [202_ Series ___ Bonds], equal to the principal amount of such [202_ Series ___ 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 “REDEMPTION PROVISIONS OF THE [202_ Series ___ Bonds] —Redemption Terms of the [202_ Series ___ Bonds].” In the event that the Authority determines to purchase any [202_ Series ___ Bonds] on any Optional Purchase Date, the Authority will provide the Senior Indenture Trustee with written notice of such determination.

When the Senior Indenture Trustee receives notice from the Authority of its determination to purchase [202_ Series ___ Bonds] pursuant the provisions described above, the Senior Indenture Trustee will give notice to the Owners of the [202_ Series ___ Bonds] and the applicable Remarketing Agent, in the name of the Authority, of the mandatory tender for purchase of such [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ 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 any notice to Beneficial Owners of [202_ Series ___ Bonds].

If less than all of the outstanding [202_ Series ___ Bonds] are to be called for mandatory tender at the election of the Authority, the Authority will select the principal amount and maturity of such [202_ Series ___ Bonds] to be purchased at its sole discretion. If less than all of the [202_ Series ___ Bonds] of a maturity 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 [202_ Series ___ Bonds] to be tendered. See APPENDIX D

– “BOOK-ENTRY ONLY SYSTEM.” For purposes of such selection, the [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds].

If all outstanding [202_ Series ___ Bonds] are purchased by the Authority (i) the date of such purchase will be deemed to be the Purchase Date, and (ii) the [Index] [Term] Rate will be deemed to have expired on the day immediately preceding such Purchase Date. Upon the Authority’s successful purchase, such [202_ Series ___ 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 [Index] [Term] Rate Period the [202_ Series ___ Bonds], the Authority will appoint a Remarketing Agent and enter into a Remarketing Agreement for the [202_ Series ___ Bonds]. The remarketing agent will undertake, among other things, to use its best efforts to remarket [202_ Series ___ 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.]

The Authority has entered into a Remarketing Agreement _____ with respect to the 20__ Series ___ Bonds, a Remarketing Agreement with _____ with respect to the 20__ Series ___ Bonds, and a Remarketing Agreement with _____ with respect to the 20__ Series ___ Bonds. Each Remarketing Agent undertakes, among other things, to use its best efforts to remarket the applicable Series of 202_ Senior Series Bonds that are tendered for purchase. The Authority or the Remarketing Agent may terminate such Remarketing Agreement under the circumstances and in the manner described in the applicable Remarketing Agreement, in which case the Authority expects to appoint a replacement remarketing agent in accordance with the Indenture.

Each Remarketing Agent and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. Each Remarketing Agent and its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Authority, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, each Remarketing Agent and its 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 any of the 202_ Senior Series Bonds).

Each Remarketing Agent and its 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. See “PRACTICES AND PROCEDURES RELATED TO THE 20__ SERIES SENIOR BONDS.”]

PRACTICES AND PROCEDURES RELATED TO THE [20__ SENIOR BONDS]

Each Remarketing Agent has agreed to comply with the Authority’s variable rate demand bond procedures, which are included in the Indenture and described herein.

Each Remarketing Agent also has internal practices and procedures pertaining to variable rate demand securities. The resale of [202_ Series ___ Bonds] and the rates of interest thereon may be affected by those practices and procedures.

Each Remarketing Agent Is Paid by the Authority. The applicable Remarketing Agent’s responsibilities include determining the interest rate from time to time and remarketing [202_ Series ___ Bonds] that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the applicable Remarketing Agreement), all as further described in this Official Statement. The Remarketing Agents are appointed by the Authority and are paid by the Authority for their services. As a result, the interests of the Remarketing Agents may differ from those of existing holders and potential purchasers of [202_ Series ___ Bonds].

Each Remarketing Agent May Be Removed, Resign or Cease Remarketing the [202_ Series ___ Bonds], Without a Successor Being Named. Under certain circumstances a Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the applicable Remarketing Agreement.

Each Remarketing Agent and the Authority May Purchase [202_ Series ___ Bonds] for Their Own Accounts. The Remarketing Agents act as remarketing agents for a variety of variable rate demand obligations and, in their sole discretion, have routinely purchased such obligations for their own respective accounts in order to achieve a successful remarketing of the obligations (i.e., because there are otherwise not enough buyers to purchase the obligations) or for other reasons. The Remarketing Agents are permitted, but not obligated, to purchase tendered [202_ Series ___ Bonds] for their own respective accounts and, if one does so, it may cease doing so at any time without notice. Any cessation of purchases by a Remarketing Agent may result in a failed remarketing and draw on the applicable letter of credit. The applicable Remarketing Agent may also make a market in the [202_ Series ___ Bonds] it remarks by purchasing and selling such Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the applicable Remarketing Agent is not required to make a market in a Series of [202_ Series ___ Bonds]. The applicable Remarketing Agent may also sell any [202_ Series ___ Bonds] it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the [202_ Series ___ Bonds]. The Authority may purchase certain [202_ Series ___ Bonds] held by a Remarketing Agent. In addition, the Indenture permits the Remarketing Agents to remarket [202_ Series ___ Bonds] to the Authority as part of the remarketing and interest rate setting process undertaken by the Remarketing Agents. The willingness of the Authority to buy [202_ Series ___ Bonds] in connection with a remarketing may affect the interest rate determined for such [202_ Series ___ Bonds]. The Authority’s interest in connection with the determining of the interest rate by a Remarketing Agent may differ from the interests of Bondholders other than the Authority. The purchase of [202_ Series ___ Bonds] by a Remarketing Agent or the Authority may create the appearance that there is greater third party demand for the [202_ Series ___ Bonds] in the market than is actually the case. The practices described above also

may result in fewer [202_ Series ___ Bonds] being tendered in a remarketing, fewer draws on the Letter of Credit, and lower interest rates on the [202_ Series ___ Bonds] than would otherwise be the case.

[202_ Series ___ Bonds] May Be Offered at Different Prices on Any Date Including an Interest Rate Determination Date. Each Remarketing Agent is required by its Remarketing Agreement to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the applicable Series of [202_ Series ___ Bonds] bearing interest at such rate at par plus accrued interest, if any, on and as of the Rate Determination Date. Such interest rate will reflect, among other factors, the level of market demand for such Series of [202_ Series ___ Bonds] (including whether the applicable Remarketing Agent or the Authority is willing to purchase such Series of [202_ Series ___ Bonds] for its own account). Each Remarketing Agreement requires that the applicable Remarketing Agent use its best efforts to remarket the applicable Series of [202_ Series ___ Bonds] tendered pursuant to the Indenture. There may or may not be [202_ Series ___ Bonds] tendered and remarketed on a Rate Determination Date, the applicable Remarketing Agent may or may not be able to remarket any Series of [202_ Series ___ Bonds] tendered for purchase on such date at par, and the applicable Remarketing Agent may sell [202_ Series ___ Bonds] of a Series at varying prices to different investors on such date or any other date. The applicable Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Series of [202_ Series ___ Bonds] at the remarketing price. In the event a applicable Remarketing Agent or the Authority owns any Series of [202_ Series ___ Bonds] for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Series of [202_ Series ___ Bonds] on any date, including the Rate Determination Date, at a discount to par to some investors which, in the case of the Remarketing Agent, may include the Authority.

The Ability to Sell the [202_ Series ___ Bonds] other than through Tender Process May Be Limited. The Remarketing Agents and the Authority may buy and sell [202_ Series ___ Bonds] other than through the tender process. However, they are not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their [202_ Series ___ Bonds] to do so through the Senior Indenture Trustee with appropriate notice. Thus, investors who purchase the [202_ Series ___ Bonds], whether in a remarketing or otherwise, should not assume that they will be able to sell their [202_ Series ___ Bonds] other than by tendering the [202_ Series ___ Bonds] in accordance with the tender process.

THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT

The following is a summary of provisions of the Letters of Credit to be issued under the Reimbursement Agreement with respect to the [202_ Series ___ Bonds]. This summary does not purport to be comprehensive. Reference should be made to the Letters of Credit and the Reimbursement Agreement for their complete terms. Capitalized terms used under this heading not defined elsewhere in this Official Statement shall have the meanings set forth in the Reimbursement Agreement. For information regarding the Letter of Credit Provider, see “THE LETTER OF CREDIT PROVIDERS.”

General

The Letter of Credit for the 20__ Series Bonds (the “20__ LOC”) will be issued with a stated amount of \$____ and is provided by ____ (“____”); the Letter of Credit for the 20__ Series Bonds (the “20__ LOC”) will be issued with a stated amount of \$____ and is provided by ____ (“____,” and, together with _____, the “Letter of Credit Providers”); the Letter of Credit for the 20__ Series ___ Bonds (the “20__ LOC”) will be issued with a stated amount of \$____ and is provided by ____; and the Letter of Credit for the 20__ Series ___ Bonds (the “20__ LOC,” and, together with the 20__ LOC, the 20__ LOC and the 20__ LOC, the “Letters of Credit”) will be issued with a stated amount of \$____ and is provided by _____. The Letters of Credit shall be issued pursuant to the Reimbursement Agreement, among the

Letter of Credit Providers, the Authority and _____, as agent for the Letter of Credit Providers (the “Bank Agent”). The stated amount of each Letter of Credit comprises the principal amount of the [202_ Series ___ Bonds] supported thereby and an interest amount that is based upon an assumed rate of interest of 12% on such principal amount for a period of 34 days using a 365-day year. Under the terms of each Letter of Credit, the applicable Letter of Credit Provider is solely liable for payments thereunder and no Letter of Credit Provider will be liable for the failure of any other Letter of Credit Provider to perform its obligations under its Letter of Credit Payment of principal of and interest on a Series of [202_ Series ___ Bonds] and payment of the Purchase Price for [202_ Series ___ Bonds] tendered for purchase or subject to mandatory purchase in accordance with the Indenture and not remarketed will be made from amounts drawn under the applicable Letter of Credit.

The Letters of Credit supporting the [202_ Series ___ Bonds] will expire on _____ 1, 20__.

An extension of the Letters of Credit or the substitution of another Credit Support Instrument for the [202_ Series ___ Bonds] is required by the Indenture until the [202_ Series ___ 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 the Letters of Credit, and the substitution of another Credit Support Instrument, will each result in a mandatory purchase of the [202_ Series ___ Bonds] supported by the Letter of Credit as explained under “DESCRIPTION OF THE 20__ SENIOR BONDS — Mandatory Tender Provisions.”

Draws under the applicable Letter of Credit must be made by the Senior Indenture Trustee by written notice to the applicable Letter of Credit Provider. Upon payment by the Letter of Credit Provider, the [202_ Series ___ Bonds] purchased by such Letter of Credit Provider will be called Credit Provider Bonds or Bank Bonds and bear interest at the Bank Rate determined pursuant to the Reimbursement Agreement. The Reimbursement Agreement provides for the remarketing of Bank Bonds at the election of the Authority and requires the Authority to redeem any Bank Bond that is not remarketed in five 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 Letter of Credit Provider. The Indenture requires Credit Provider Bonds of a Series to be remarketed prior to the remarketing of any other [202_ Series ___ Bonds] of the same Series tendered for purchase or subject to mandatory purchase.

Extension, Reduction, Adjustment or Termination of Letters of Credit

Each Letter of Credit supporting the [202_ Series ___ Bonds] will expire on _____ 1, 20__, unless extended for additional periods by mutual agreement of the Authority and the applicable Letter of Credit Provider. Written request for extension of a Letter of Credit must be received by the applicable Letter of Credit Provider not less than 120 nor more than 150 days preceding the then current relevant expiration date and the applicable Letter of Credit Provider in its sole and absolute discretion shall notify the Authority within 45 days of the its receipt of the Authority’s request. If it does not respond to the Authority’s request, the applicable Letter of Credit Provider will be deemed to deny such request.

Upon any redemption, defeasance or other payment of all or any portion of the principal amount of [202_ Series ___ Bonds], the applicable Letter of Credit shall automatically be reduced by the principal amount of the [202_ Series ___ Bonds] so redeemed, defeased or otherwise paid from the proceeds of a drawing under such Letter of Credit. The interest amount of the applicable Letter of Credit will be adjusted downward by an amount in proportion to the reduction of the commitment as to principal because of the redemption, defeasance or other payment of the [202_ Series ___ Bonds] or the purchase by the applicable Letter of Credit Provider of the [202_ Series ___ Bonds] tendered or deemed tendered in accordance with the terms of the Indenture. The stated amount of the applicable Letter of Credit may also be permanently

reduced on the business day following a Letter of Credit Provider's receipt from the Senior Indenture Trustee of a reduction certificate in the form attached to the applicable Letter of Credit.

The applicable Letter of Credit will terminate on the close of business of the earliest to occur of on the following: (i) the scheduled expiration date (as such date may be extended from time to time), (ii) the earlier of (A) the date specified by the Senior Indenture Trustee in a certificate delivered to the applicable Letter of Credit Provider as being the date which is five (5) days following the date on which all of a Series of [202_ Series ___ Bonds] are converted (the "Conversion") to bear interest at a rate other than a daily interest rate or a weekly interest rate or (B) the date on which the applicable Letter of Credit Provider honors a purchase drawing made by the Senior Indenture Trustee in connection with the Conversion, (iii) the date on which the applicable Letter of Credit Provider receives a certificate from the Senior Indenture Trustee certifying that (A) no [202_ Series ___ Bonds] remain outstanding within the meaning of the Indenture, (B) all drawings required to be made under the Indenture and available under the applicable Letter of Credit have been made and honored, or (C) a substitute Credit Support Instrument has been issued to replace the applicable Letter of Credit pursuant to the Indenture, (iv) the date on which the applicable Letter of Credit Provider honors a maturity drawing made by the Senior Indenture Trustee, and (v) the date which is thirty (30) days following receipt by the Senior Indenture Trustee of a written notice from the applicable Letter of Credit Provider specifying the occurrence of an "Event of Default" under the Reimbursement Agreement.

The Authority has agreed in the Reimbursement Agreement that any termination of a Letter of Credit as a result of the provision of an alternate Credit Support Instrument will require, as a condition thereto, that the Authority or the issuer of the alternate Credit Support Instrument, as the case may be, will provide immediately available funds on the date of such termination or provision, which funds will be sufficient to ensure the payment of all amounts due to the applicable Letter of Credit Provider under the Reimbursement Agreement, the bank fee letter described in the Reimbursement Agreement and the Bank Bonds (if any) owned by the applicable Letter of Credit Provider.

Summary of Reimbursement Agreement

Set forth below is a summary of certain provisions of the Reimbursement Agreement. This summary is qualified in its entirety by reference to the Reimbursement Agreement, a copy of which can be obtained from the Authority.

Defined Terms

"Amortization End Date" means, with respect to a Liquidity Advance or Bank Bond, the third (3rd) anniversary of the date such Liquidity Advance was made or Bank Bond was purchased.

"Amortization Payment Date" means, with respect to a Liquidity Advance or Bank Bond, (a) the first Business Day of the twenty-fourth calendar month immediately following the date such Liquidity Advance was made or Bank Bond was purchased and the first Business Day of each third calendar month occurring thereafter prior to the Amortization End Date and (b) the Amortization End Date.

"Debt" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (f) all obligations, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person including, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such

Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise), or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part). For purposes of clarification, membership of the Authority in a joint powers authority will not cause the Debt of the joint powers authority to be considered guaranteed by the Authority.

“Event of Insolvency” means the occurrence and continuance of one or more of the following events: (a) the Authority shall (i) voluntarily commence any case or proceeding or file any petition seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it, or seeking to declare a moratorium with respect to any obligations of the Authority under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, (ii) consent to the institution of, or fail to controvert in a timely and appropriate manner, any such case or proceeding or the filing of any such case or petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for itself or for a substantial part of its property, (iv) file an answer admitting the material allegations of a case or petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable or admit in writing its inability to pay its debts as they become due or (vii) take action for the purpose of effecting any of the foregoing; (b) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Authority or of a substantial part of the property of the Authority, under any federal, state or foreign bankruptcy, insolvency or similar law or (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Authority or for a substantial part of the property of the Authority, and such proceeding or petition shall continue undismissed and unstayed for sixty (60) days; or (c) an order or decree for relief shall be entered against the Authority in a court of competent jurisdiction under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors.

“Fitch” means Fitch Inc.

“Liquidity Drawing” means, with respect to a Letter of Credit, a drawing under such Letter of Credit to purchase Bonds (or beneficial interests therein) (i) tendered for purchase at the option of the holder thereof (other than the Authority) in accordance with the terms of the Indenture and for which remarketing proceeds are not available and (ii) tendered or deemed tendered for mandatory purchase in accordance with the terms of the Indenture as a result of the expiration of the Letter of Credit on its scheduled expiration date.

“Majority” means Banks with commitments equal to or greater than sixty-six and two-thirds percent of the aggregate commitments.

“Moody’s” means Moody’s Investors Service, Inc.

“Obligations” means Reimbursement Obligations and all other obligations of the Authority to the Letter of Credit Providers and the Bank Agent arising under or in relation to the Reimbursement Agreement, Bank Bonds, the fee letters (between the Authority and the Letter of Credit Providers and the Bank Agent) and the other Related Documents, including, without limitation, the obligation to pay fees and expenses.

“Person” means any individual, partnership, limited liability company, firm, corporation, association, joint venture, trust or other entity, or any government (or political subdivision or agency, department or instrumentality thereof).

“Reimbursement Obligations” means the obligation of the Authority to reimburse Letter of Credit Providers for drawings under the Letters of Credit to pay the principal of and interest on the Bonds (including the redemption price and purchase price of the Bonds) and to pay the principal of and interest on Liquidity Advances.

“Related Documents” means, collectively, the Reimbursement Agreement, the Bonds (including Bank Bonds), the custodian agreement among the Authority, the Trustee, the Letter of Credit Providers and the Bank Agent, the fee letters between the Authority and the Letter of Credit Providers and the Bank Agent, the Indenture, the Letters of Credit and the Remarketing Agreements.

“S&P” means Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, Incorporated.

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

“Swap Obligation” means any payment obligation of the Authority under any Swap Contract.

Reimbursement of Drawings

The Authority agrees to reimburse each Letter of Credit Provider for the full amount of any drawing (other than a Liquidity Drawing for which the conditions precedent to a Liquidity Advance are satisfied on the date of such Liquidity Drawing) honored by such Letter of Credit Provider under the Letter of Credit issued by such Letter of Credit Provider immediately following, and on the date of, payment by such Letter of Credit Provider of each such drawing. Subject to the following sentence, if the Authority does not make such reimbursement on such date, each such reimbursement obligation shall bear interest at the rate per annum equal to the “default rate” (as defined in the Reimbursement Agreement) from time to time in effect. If the conditions precedent to a Liquidity Advance are not satisfied on the date of a Liquidity Drawing Authority and the Authority does not make reimbursement of such Liquidity Drawing on the same day, such reimbursement obligation shall bear interest at the rate per annum equal to (i) LIBOR (as defined in the Reimbursement Agreement) for such date plus 0.5% until the next business day; (ii) the “base rate” (as defined in the Reimbursement Agreement) for the period commencing on the business day after the applicable drawing date to and including the ninth day after the applicable drawing date; and (iii) the “default rate” (as defined in the Reimbursement Agreement) for the period commencing on the tenth day after the applicable drawing date.

If the conditions precedent set forth in the Reimbursement Agreement are satisfied at the time of payment by a Letter of Credit Provider of a Liquidity Drawing, such Liquidity Drawing shall constitute an advance (“Liquidity Advance”) by such Letter of Credit Provider to the Authority. Subject to the acceleration of Obligations (including Liquidity Advances) in accordance with the Reimbursement Agreement, each Liquidity Advance shall be repaid in five (5) equal quarterly installments of principal (each, an “Amortization Payment”) payable on each Amortization Payment Date for such Liquidity

Advance and with the final Amortization Payment (which shall be equal to all principal of such Liquidity Advance remaining outstanding) being due and payable no later than the Amortization End Date for such Liquidity Advance. A Liquidity Advance shall be prepaid by the Authority (i) on each date on which a Bank Bond purchased with the proceeds of the Liquidity Drawing which gave rise to such Liquidity Advance (a "Related Bank Bond") is redeemed, defeased or is otherwise paid in accordance with its terms, but only to the extent of the principal amount of the Related Bank Bond so redeemed, defeased or otherwise paid; and (ii) the date of the remarketing of a Related Bank Bond, but only to the extent of the principal amount of such Related Bank Bond that is remarketed. If a Letter of Credit is replaced with a Credit Support Instrument, as a condition precedent to such replacement, the Authority shall, or shall cause the issuer of such Credit Support Instrument to, prepay in full on or prior to the applicable substitution date all outstanding Liquidity Advances derived from Liquidity Drawings made pursuant to such Letter of Credit. If a Letter of Credit is terminated following a drawing thereunder made to purchase Bonds in connection with the conversion of the interest mode of such Bonds to a mode other than a daily rate or a weekly rate, the Authority shall prepay in full on the date of conversion all outstanding Liquidity Advances derived from Liquidity Drawings made pursuant to such Letter of Credit. The Authority may also elect to prepay a Liquidity Advance in whole or in part at any time on any business day, without premium or penalty. The Authority also promises to pay interest on the unpaid principal amount of each Liquidity Advance from the date such Liquidity Advance is made until it is paid in full, at a rate per annum equal to the "bank rate" (defined in the Reimbursement Agreement) from time to time in effect. Any Liquidity Advance and/or interest thereon that is not paid when due shall bear interest at the rate per annum equal to the "default rate" (defined in the Reimbursement Agreement) from time to time in effect.

A Liquidity Drawing shall be converted to a Liquidity Advance only if certain conditions are satisfied including that certain representations and warranties of the Authority set forth in the Reimbursement Agreement are true and correct in all material respects on and as of the date of such Liquidity Advance and that at the time of and immediately after giving effect to such Liquidity Advance, no Event of Default (other than an Event of Default derived from the failure of the Authority to provide a replacement Letter of Credit upon the expiration of a Letter of Credit) shall have occurred and be continuing.

Payment of Other Amounts

Pursuant to the Reimbursement Agreement, the Authority has agreed to pay certain fees to the Letter of Credit Providers and the Bank Agent, to pay increased costs and compensate the Letter of Credit Providers for loss of return in the event of certain changes in law and to indemnify to the Letter of Credit Providers, the Bank Agent and certain other persons in certain circumstances. The Authority has also agreed to pay, in the manner set forth in the Reimbursement Agreement, interest (or, if interest is already accruing, interest at a higher interest rate) on Liquidity Advances and amounts that are not paid when due.

Representations, Warranties and Covenants

In connection with the execution and delivery of the Reimbursement Agreement, the Authority has made an extensive number of representations and warranties to the Letter of Credit Providers and the Bank Agent and will covenant to take or do, and to refrain from taking or doing, certain actions.

Events of Default

The occurrence or existence of any of the following specified events shall each constitute an "Event of Default" under the Reimbursement Agreement:

(a) The Authority shall fail to pay, or cause to be paid, when due (i) the principal of, or interest on, any Liquidity Advance or Bank Bond or reimbursement obligation arising from a drawing under a Letter of Credit (other than a Liquidity Drawing which has become a Liquidity Advance); or (ii) any Obligation (other than an Obligation described in clause (i) immediately above) and, in the case of this clause (ii) only, such failure shall continue unremedied for ten (10) business days or more; or

(b) The Authority shall have declared a moratorium on the payment of, or repudiated, any Obligation or Bond; or

(c) The Authority shall fail to pay, or cause to be paid, when due (whether by scheduled maturity, redemption or otherwise) any Debt or Swap Obligation that is secured by Bridge Toll Revenues, and such failure shall continue after any applicable grace period, or shall have declared a moratorium on the payment of, or repudiated, any such Debt or Swap Obligation; or

(d) Any material provision of any Related Document at any time for any reason ceases to be valid and binding on the Authority in accordance with the terms of such Related Document or is declared or ruled to be null and void by a court or other governmental agency of appropriate jurisdiction; or

(e) An Event of Insolvency shall have occurred; or

(f) The long-term unenhanced ratings (i.e., any rating that is assigned to a Bond (other than a Bank Bond) or any other indebtedness of the Authority senior to or on a parity with the Bonds (other than Bank Bonds) and secured by and payable from Bridge Toll Revenues without regard to the provision of credit enhancement such as a letter of credit, bond insurance policy or other financial guarantee) of the Bonds or any other indebtedness of the Authority senior to or on a parity with the Bonds and secured by and payable from Bridge Toll Revenues shall be withdrawn or suspended for credit related reasons by any two of Fitch, Moody's and S&P or reduced below "BBB-," "BBB-" and "Baa3," respectively, by any two of Fitch, S&P and Moody's; or

(g) A breach by the Authority of the provisions of, or an event of default by the Authority shall occur and be continuing under, any Related Document (other than the Reimbursement Agreement) and the expiration of any applicable grace period shall have occurred; or

(h) The Authority shall default in the observance or performance of certain covenants or agreements set forth in the Reimbursement Agreement for which no grace or cure period is provided ("No Cure Period Covenants"); or

(i) The Authority shall default in the observance or performance of any covenant or agreement contained in the Reimbursement Agreement (other than the covenant to provide a substitute Credit Support Instrument upon the scheduled expiration of a Letter of Credit ("Letter of Credit Substitution Covenant"), the covenant to provide certain quarterly financial information, the covenant to provide certain swap portfolio information and the No Cure Period Covenants) and such default shall continue for thirty (30) days after written notice of such default shall have been given to the Authority by the Bank Agent; or

(j) Any representation or warranty on the part of the Authority contained in, or incorporated into, the Reimbursement Agreement shall at any time prove to have been untrue in any material respect when made or when reaffirmed, as the case may be;

(k) The existence of the Authority is terminated or the Authority is dissolved; or

(l) One or more judgments or orders for the payment of money in excess of [\$35,000,000] in the aggregate and payable from Bridge Toll Revenues and for which insurance proceeds shall not be available (or for which insurance coverage has been denied) shall be rendered against the Authority and such judgment(s) or order(s) shall not be stayed, bonded, vacated, discharged or satisfied for a period of sixty (60) days; or

(m) The Act is repealed, reenacted or amended by legislative or judicial action or any other legislation is enacted, repealed, reenacted or amended, in a manner that could reasonably be expected to result in a material adverse effect on the ability of the Authority to timely perform its obligations under the Related Documents.

Remedies

In addition to any other remedies in the Reimbursement Agreement or by law or by equity, upon the occurrence and during the continuance of any Event of Default:

(a) Any Letter of Credit Provider may give notice of the occurrence of such Event of Default to the Senior Indenture Trustee thereby causing the Letter of Credit issued by such Letter of Credit Provider to terminate in accordance with its terms;

(b) The Bank Agent may with the consent of the Letter of Credit Provider whose letter of credit supports the Bonds of a Series, and shall at the request of such Letter of Credit Provider, be entitled to proceed to enforce all remedies available, if any, under the Related Documents that apply to that Series of Bonds only and not to other Series of Bonds;

(c) The Bank Agent may with the consent of a Majority of the Banks, and shall at the request of a Majority of the Banks, be entitled to proceed to enforce all remedies available under the Related Documents and under applicable law and in equity, including, but not limited to, the right to seek mandamus; and/or

(d) The Bank Agent shall, at the request of a Majority of the Banks, by notice to the Authority, declare all Obligations (other than Bank Bonds) to be, and such amounts shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which have been waived by the Authority in the Reimbursement Agreement, provided that upon the occurrence of an Event of Insolvency such acceleration shall automatically occur (unless such automatic acceleration is waived by a Majority of the Banks in writing).

Notwithstanding the foregoing, the remedies set forth in Section (a) and (d) above shall not be available in the case of an Event of Default resulting from a failure of the Authority to comply with Letter of Credit Substitution Covenant.

THE LETTER OF CREDIT PROVIDERS

The information contained in this Section has been provided by the Letter of Credit Providers. No representation as to the accuracy or completeness of such information is made by the Authority or the Remarketing Agent. The delivery of the Official Statement shall not create any implication that there has been no change in the affairs of the Letter of Credit Provider since the date hereof, or that the information contained or referred to in this Section is correct as of any time subsequent to its date.

[BANK INFO TO COME]

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 – Pandemic and Public Health Considerations," 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 [202_ 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, August 1, 2019 and October 27, 2021 [TO BE UPDATED] (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 (including the [202_ Series ___ 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 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 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 Senior 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.

Senior Reserve Fund. The Senior 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 Senior 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) (referred to herein as the “Senior Reserve Requirement”). The Senior Reserve Requirement for all outstanding Senior Bonds is expected to be \$[_____] upon the issuance of the [202_ Series ___ Bonds] and the refunding of the Refunded Bonds (as defined herein). Cash and investments aggregating the amount of the Senior Reserve Requirement are held in the Senior Reserve Fund in satisfaction of the Senior 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 Senior Reserve Fund to the extent necessary to fund any shortfall in the Interest Account or the Principal Account with respect to the Senior Bonds. The Senior Indenture requires the Authority is to replenish amounts drawn from the Senior 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 Senior 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.

Certain Provisions of the Subordinate Indenture

The Subordinate Indenture provides that Subordinate Obligations are payable from and secured by a subordinate pledge of the Revenue and other amounts pledged to the Senior Obligations as described above under “Toll Bridge Revenue Bonds” and “Certain Provisions of the Senior Indenture” (other than amounts held in the reserve fund for Senior Bonds, other proceeds of Senior Bonds, and interest subsidy payments received from the federal government on account of the issuance of Senior Bonds as Build America Bonds). In addition, Subordinate Obligations are payable from and secured by interest earnings on fund balances held under the Subordinate Indenture, Subsidy Payments received from the federal government on account of the issuance of Subordinate Bonds as Build America Bonds, and all amounts (including the proceeds of Subordinate Bonds) held by the Subordinate 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 Subordinate Bonds). The pledge securing Subordinate Obligations is irrevocable until all Subordinate Obligations are no longer outstanding.

Authority for Issuance of Subordinate Bonds. The Subordinate Indenture permits Subordinate Bonds to be issued pursuant to the Act to finance the construction, improvement and equipping of the Bridge System and for any of the other purposes authorized by the Act, including refunding Senior Obligations, Subordinate Bonds and other Subordinate 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 Subordinate Indenture requires the Authority to transfer to the Subordinate Indenture Trustee, from the Bay Area Toll Account, Revenue sufficient to make payments on all Subordinate Obligations not later than three Business Days prior to their due dates.

Revenue so received from the Authority by the Subordinate Indenture Trustee is required by the Subordinate Indenture to be deposited in trust in the Bond Fund under the Subordinate Indenture. All Revenue held in that Bond Fund is to be held, applied, used and withdrawn only as provided in the Subordinate Indenture or in the Written Instruction (as defined in 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 Subordinate Indenture that it will at all times establish and maintain tolls on the Bridge System at rates projected by it to generate sufficient Revenue (as defined in the Subordinate Indenture) to pay, as and when due, amounts due on all Senior Bonds, other Senior Obligations, Subordinate Bonds and other Subordinate Obligations, Maintenance and Operation Expenses, and other obligations of the Authority, and to otherwise comply with the Act.

The Authority also has covenanted in the Subordinate Indenture to compute the debt service coverage ratio specified in the Subordinate Indenture within ten Business Days after the beginning of each Fiscal Year and to take such action as promptly as practicable thereafter (including, without limitation, increasing Bridge Toll Revenues through toll increases) as the Authority projects is necessary to cause the projected debt service coverage ratio for that Fiscal Year to equal or exceed 1.20:1. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE – THE SUBORDINATE INDENTURE – Covenants of the Authority – Revenue Covenants.”

Additional Bonds Test. Additional Subordinate Bonds (or additional Subordinate Obligations payable on a parity with Subordinate Bonds) may be issued under the Subordinate Indenture only if the requirements of (a) or (b) below are met:

- (a) the Subordinate 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 Subordinate Obligations or Senior Obligations to be refunded; (2) all expenses incident to the calling, retiring or paying of such Subordinate Obligations or Senior Obligations, the Costs of Issuance of such refunding Subordinate 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 Subordinate Obligations or Senior Obligations; (3) interest on all Subordinate Obligations or Senior Obligations to be refunded to the date such Subordinate Obligations or Senior Obligations will be called for redemption or paid at maturity; and (4) interest on the refunding Subordinate Obligations from the date thereof to the date of payment or redemption of the Subordinate Obligations or Senior Obligations to be refunded; or
- (b) an Authorized Representative determines and certifies, as of the date of issuance of the additional Subordinate 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 (defined in the Subordinate Indenture to include debt service on all Senior Obligations and Subordinate Obligations), calculated as of the date of sale of, and including, such Subordinate 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 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 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.

The Subordinate Indenture includes definitions of Available Revenue, Debt Service, and Maximum Annual Debt Service and other requirements for the issuance of additional Subordinate Obligations. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE — THE SUBORDINATE INDENTURE — Additional Subordinate Bonds; Subordinate Parity Obligations; Subordinated Obligations.”

Pursuant to the Subordinate Indenture, at such time as the Authority determines to issue additional Subordinate Bonds, the Authority shall, in addition to fulfilling the requirements of the Subordinate Indenture described above, file with the Subordinate Indenture Trustee (a) a certificate of the Authority stating that no Event of Default specified in the Subordinate Indenture has occurred and is then continuing; (b) a certificate of the Authority stating that the requirements described above have been satisfied; (c) such amount, in cash or in the form of a Reserve Facility, as shall equal the “Reserve Requirement” (referred to herein as the “Subordinate Reserve Requirement”), if any, for such Series of Subordinate Bonds for deposit in the Reserve Fund established pursuant to the Subordinate Indenture (referred to herein as the “Subordinate Reserve Fund”); and (d) an Opinion of Bond Counsel to the effect that the Subordinate Supplemental Indenture creating such Series of Subordinate Bonds has been duly 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 Indenture Trustee, will be valid and binding obligations of the Authority. See “SUMMARY OF FINANCING PLAN – Additional Bonds Test” below for additional information related to the [202_ Series ___ Bonds].

Subordinate Reserve Fund. Subordinate Bonds may be issued with or without a Subordinate Reserve Requirement. The Authority will determine at the time of issuance of a series of Subordinate Bonds whether to establish a Subordinate Reserve Requirement for that series and the amount of the Subordinate Reserve Requirement. On the date of issuance of any series of Subordinate Bonds that has a Subordinate Reserve Requirement, the Subordinate Reserve Requirement will be deposited in the Reserve Account established under the Subordinate Indenture for the benefit of those Subordinate Bonds. Alternatively, the Authority may decide to establish a pooled Subordinate Reserve Requirement for that series of Subordinate Bonds and any one or more subsequently issued series of Subordinate Bonds with the same pooled Subordinate Reserve Requirement, in which case an amount necessary to bring the amount on deposit in the pooled Reserve Account to such pooled Subordinate Reserve Requirement will be deposited in the pooled Reserve Account established under the Subordinate Indenture.

Upon issuance of the [202_ Series ___ Bonds], the Authority will establish with the Subordinate Indenture Trustee under the Subordinate Indenture a Reserve Account solely for the benefit of the [202_ Series ___ Bonds].

As set forth in the table below, in connection with the issuance of each series of Subordinate Bonds, a Reserve Account has been established which secures only that series of Subordinate Bonds:

SUBORDINATE BONDS RESERVE ACCOUNTS

<u>Series of Subordinate Bonds</u>	<u>Subordinate Reserve Requirement⁽¹⁾</u>
2010 Series S-1	\$[67,436,630]
2010 Series S-3	[21,979,887]
2017 Series S-7	[54,792,788]
2019 Series S-H	[0]
2019 Series S-8	[3,648,600]
2019 Series S-9	[657,972]
2021 Series S-10	[8,718,777]
[[_____]

⁽¹⁾ Amounts rounded to the nearest dollar. Funded at the maximum annual amount of interest payable for each series of Subordinate Bonds. Each Subordinate Reserve Requirement secures only that respective series of Subordinate Bonds.

Money in an account in the Subordinate Reserve Fund shall be used and withdrawn by the Subordinate Indenture Trustee solely for the purpose 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 with the Subordinate Indenture Trustee. The Authority is to replenish amounts drawn from the Subordinate Reserve Fund by making monthly transfers to the Subordinate Indenture Trustee equal to one-twelfth (1/12th) of the aggregate amount of the deficiency in the Subordinate Reserve Fund. See APPENDIX C — “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE — THE SUBORDINATE INDENTURE — Funds and Accounts — Establishment, Funding and Application of the Reserve Fund; Reserve Accounts.”

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 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. Pursuant to the Subordinate Indenture, the Authority treats such subsidy payments as an offset against interest paid on Build America Bonds for purposes of the additional bonds test and the rate covenants described above under “Toll Rate Covenants” and “Additional Bonds Test,” and such Subsidy Payments are excluded from Available 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 Subordinate Bonds are special obligations of the Authority payable, as to interest thereon and principal thereof, solely from Revenue as defined and provided in the Subordinate Indenture, and the Authority is not obligated to pay them except from Revenue. The Subordinate Bonds do not constitute a debt or liability of the State, the Metropolitan Transportation Commission or 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 political subdivision of the State.

SUMMARY OF FINANCING PLAN

[Tender and Purchase

[The Authority, with the assistance of [_____] and [_____], as dealer managers (the “Dealer Managers”), have released an “[Invitation to Tender/Exchange Bonds made by Bay Area Toll Authority]” dated _____, 202_ (the “Tender/Exchange Offer”) inviting owners of certain maturities of the Targeted Bonds to tender such bonds for purchase by the Authority. Such purchase of tendered bonds, if any, will be funded by a portion of the proceeds of the [202_ Series ___ Bonds] and the [202_ Series ___ Bonds]. [The 202_ Series ___ Bonds will be exchanged for certain 20__ Series ___ Bonds as described in the Tender/Exchange Offer and Notice of Terms of Exchange, dated _____, 202_ (the “Notice of Terms of Exchange,” and, together with this Official Statement and the Tender/Exchange Offer, the “Exchange Documents”).]

All or a portion of the [202_ Series ___ Bonds] maturing on April 1, 20__ and the Outstanding Targeted Bonds listed on the following table, if they are not tendered to the Commission, may be advance refunded with a portion of the proceeds from the [202_ Series ___ Bonds].

Targeted Bonds/Potential Refunded Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Redemption Date	Redemption Price
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[ADDITIONAL TENDER/EXCHANGE INFORMATION TO COME]

The Authority will use the proceeds from the sale of the [202_ Series ___ Bonds] to (i) refund [all][a portion] of the its outstanding San Francisco Bay Area Subordinate Toll Bridge Revenue Bonds, [20__ Series S-___], (ii) make a deposit to a reserve account for the benefit of the [202_ Series ___ Bonds], and (iii) pay the costs of issuing the [202_ Series ___ Bonds]. For additional information concerning the sale, issuance and delivery of the [202_ Series ___ Bonds], see “UNDERWRITING.”

A portion of the proceeds of the [202_ Series ___ Bonds] will be deposited into the Redemption Fund established and maintained by the Senior Indenture Trustee (the “Redemption Fund Deposit”). The Redemption Fund Deposit will be applied to pay the redemption price of any San Francisco Bay Area Toll Bridge Revenue Bonds, [20__ Series ___] that are Refunded Bonds (defined below) (the “Senior Refunded Bonds”), on the date of issuance of the [202_ Series ___ Bonds].

A portion of the proceeds of the [202_ Series ___ Bonds] will be deposited in an escrow fund (the “[202_ Series Subordinate Escrow Fund]”) established pursuant to an Escrow Agreement (the “Subordinate Escrow Agreement”) by and between the Authority and the Subordinate Indenture Trustee, as escrow agent. The amounts in the [202_ Series Subordinate Escrow Fund] will be used to pay principal of and interest on and, as applicable, the redemption price of any of the San Francisco Bay Area Subordinate Toll Bridge Revenue Bonds, [20__ Series S-___] that are Refunded Bonds (defined below) (the “Subordinate Refunded Bonds”), through their respective prior redemption dates. Pursuant to the terms of the Subordinate Indenture and the Subordinate Escrow Agreement, the amounts on deposit in the [202_ Series Subordinate Escrow Fund] may at any time prior to the maturity dates or redemption dates shown below, be invested in Defeasance Securities (as defined in the Subordinate Indenture), 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 Subordinate Refunded Bonds. A verification report relating to the adequacy of the maturing principal of and interest on the investments in the [202_ Series Subordinate Escrow Fund] will be delivered upon the deposit of such funds. See “VERIFICATION REPORT” herein. The intention of the Authority is that the Subordinate Refunded Bonds will no longer be Outstanding under the Subordinate Indenture once the deposit into the [202_ Series Subordinate 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
[20__ Series __]**

<u>Maturity Date (April 1)</u>	<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>	<u>CUSIP[†] Number (072024)</u>
20[__]		\$		

**Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Subordinate Toll Bridge Revenue Bonds
[20__ Series S-__]**

<u>Maturity Date (April 1)</u>	<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>	<u>CUSIP[†] Number (072024)</u>
20[__]		\$		

[†] CUSIP information herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by FactSet Research Systems Inc. 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 [202_ Series ___ Bonds]:

	<u>[202_ Series Senior Bonds]</u>	<u>[202_ Series ___ Bonds]</u>	<u>Total</u>
SOURCES:			
Par Amount	\$	\$	\$
Other Sources of Funds:			
Authority Deposit		-	
TOTAL SOURCES	<u>\$</u>	<u>\$</u>	<u>\$</u>
USES:			
Senior Redemption Fund Deposit	\$	-	\$
Senior Reserve Fund Deposit		-	
Subordinate Escrow Fund Deposit	-	\$	
Subordinate Reserve Fund Deposit	-		
[Exchange for 20__ Series ___ Bonds]			
Costs of Issuance ⁽¹⁾			
TOTAL USES	<u>\$</u>	<u>\$</u>	<u>\$</u>

⁽¹⁾ Costs of issuance include rating agency, legal and financial advisory fees, verification agent fees, and printing costs and expenses; underwriters' compensation; fees of the Senior Indenture Trustee and the Subordinate Indenture Trustee; and other miscellaneous expenses and are expected to be paid by the Authority.

Additional Bonds Test

The Authority is issuing the [202_ Series ___ Bonds] and the [202_ Series ___ Bonds] as additional bonds for refunding purposes under the Senior Indenture and the Subordinate Indenture, respectively. The issuance of additional bonds for refunding purposes does not require any certification of 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 [202_ Series ___ Bonds], additional toll revenue bonds may be issued as permitted under the Senior 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. [TO BE UPDATED AS NECESSARY PER TRANSACTION AND PARTICIPANTS]

Uncertainties of Pro Forma and Assumptions

The levels of traffic assumed and toll revenue projected as described in APPENDIX A – “HISTORICAL AND PRO FORMA REVENUE AND DEBT SERVICE COVERAGE – Pro Forma 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 indicated. 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 those indicated. Inevitably, some assumptions will not be realized, and unanticipated events and circumstances may occur. The actual financial results achieved will vary from those described, 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—Legislative Mandated and Voter Approved Programs and Projects—*Seismic Retrofit Program.*”

Pandemic and Public Health Considerations.

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus (“COVID-19”), was declared a global pandemic by the World Health Organization in March 2020. Since the onset of the pandemic, California Governor Gavin Newsom and numerous other federal, state and local officials, have issued numerous restrictions and warnings, and have taken and continue to take, various actions, including the passage of laws and regulations, on a wide array of topics, to slow the spread of COVID-19 and to address ongoing public health and economic consequences of the pandemic. The Authority cannot predict the scope or duration of preventative or mitigating actions taken by federal, state and local officials in response to COVID-19, which continue to evolve in response to the conditions of the virus. [X-References to Appendix A if/as needed.]

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 2020 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 current Program in implementation 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. In August 2016, Senate Bill 32 extended the California Cap-and-Trade Program, requiring a reduction of California-wide GHG emissions to 40% below 1990 levels by December 31, 2030. ARB is preparing a 2022 Scoping Plan Update to assess progress toward the 2030 target and to lay out a path to achieve carbon neutrality by 2045. While various studies anticipated that the Program would cause an immediate increase in the price of gasoline, current increases are difficult to link and predict 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 20[22/23] budget contemplates the continued maintenance of a \$[] billion reserve, including \$[] million in the Cooperative Agreement, \$[] million in the Operations and Maintenance Fund for two years of operation and maintenance fund of toll facilities, \$[] million for two years of bridge rehabilitation, \$[] million in project contingency and self-insurance reserves and \$[] million in variable interest rate risk reserves. See the MTC 20[22/23] ACFR at pages [] 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. 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 6.9% 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, 5.9% for FFY 2020, 5.7% or \$4,326,608 for FFY 2021 and [5.7% or \$[_____]] for FFY 2022]. The U.S. Treasury Department has announced a decrease in subsidy amounts by [_._] % for FFY 20[23/24].

[Furthermore, due to the federal deficit increase resulting from American Rescue Plan Act, the Congressional Budget Office estimated that, without action by Congress to waive or postpone such reductions, Build America Bond subsidy payments could be subject to elimination entirely for a period. A provision in the Consolidated Appropriations Act, 2023, which was signed into law on December 29, 2022, avoided PAYGO Sequestration in the current and next federal fiscal years by shifting certain sequestration totals from the federal fiscal year 2023 and 2024 scorecards to the federal fiscal year 2025 scorecard. The Authority can give no assurance regarding the level of subsidy payments it will receive in the future, or the likelihood of the further reduction or elimination of the subsidy payments for direct-pay bonds. The

Authority does not currently expect any reductions due to sequestration to materially adversely affect its ability to make debt service payments in the current or future years.]

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 8 – 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 [202_ Series ___ Bonds] initially will bear interest at an [Index] [Term] Rate, and are not supported by a letter of credit or liquidity facility. In addition, as of the date of issuance of the [202_ Series ___ Bonds], the Authority has other outstanding Senior Bonds that bear interest at a Term Rate and an Index Rate and that are not supported by a letter of credit or liquidity facility. The Senior Bonds (not taking

into account the issuance of the [202_ Series ___ Bonds] or the refunding of the Refunded Bonds) are subject to mandatory tender on purchase dates ranging from April 1, 20[___] to April 1, 20[___]. 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 [Index] [Term] 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 [202_ Series ___ 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 9 – SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS OUTSTANDING SENIOR TERM RATE AND INDEX RATE BONDS” and “– TABLE 11 – 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 [202_ Series ___ Bonds]. If the manner in which the [SIFMA Swap Index] is calculated is changed, that change may result in changes to the [_____]Rate], which could result in a reduction in the amount of interest becoming due and payable on, or the market price of, the [202_ Series ___ Bonds].]

Swap Related Risks. The Authority has Qualified Swap Agreements of, as of June 30, 20[22/23], 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, 20[22/23], had all of the Fixed

Rate Payer Swaps terminated on such date, the payments due from the Authority would have aggregated approximately \$[524,706,323]. 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, 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.

On March 5, 2021, the FCA publicly announced that publication of (i) the 1-week and 2-month U.S. Dollar LIBOR settings will permanently cease immediately after December 31, 2021, (ii) the overnight and 12-month U.S. Dollar LIBOR settings will permanently cease immediately after June 30, 2023, and (iii) the 1-month, 3-month and 6-month U.S. Dollar LIBOR settings will, immediately after June 30, 2023, either cease to be provided or, subject to the FCA's consideration, be provided on a synthetic basis and no longer be representative of the underlying market and economic reality that such setting is intended to measure and that representativeness will not be restored.

There is no assurance that dates announced by the FCA will not change or that the administrator of LIBOR and/or regulators will not take further action that could impact the availability, composition, or characteristics of LIBOR or the currencies and/or tenors for which LIBOR is published. 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 was enacted in April 2021 regarding the discontinuance of LIBOR. The legislation covers contracts that are governed by New York State law. If the Qualified Swap

Agreements are governed by New York State law 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 enacted 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 under consideration and, if enacted, would likely preempt the New York State legislation that has been enacted.]

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 XIIC and XIID 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 XIIA, 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 were 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 (the “Jarvis Decision”). On October 14, 2020, the California Supreme Court granted review of the Jarvis Decision, 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 had declined to follow in its Jarvis Decision. The California Supreme Court issued its opinion in *Zolly* on August 11, 2022 and, on January 25, 2023, dismissed its review of the Jarvis Decision. See APPENDIX A – “LITIGATION – Challenges to SB 595 and RM3.”][TO BE UPDATED]

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 [202_ 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 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 [202_ Series ___ Bonds], 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 [202_ Series ___ Bonds], 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 in APPENDIX A – “LITIGATION – Challenges to SB 595 and RM3”). For other litigation involving the Authority, see APPENDIX A – “LITIGATION.”

TAX MATTERS

[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 [202_ Series ___ 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 [202_ Series ___ Bonds] is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that, for tax years beginning after December 31, 2022, interest on the [202_ Series ___ Bonds] included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Interest on the [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds] is less than the amount to be paid at maturity of such [202_ Series ___ Bonds] (excluding amounts stated to be interest and payable at least annually over the term of such [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds] is the first price at which a substantial amount of such maturity of the [202_ Series ___ 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 [202_ Series ___ Bonds] accrues daily over the term to maturity of such [202_ Series ___ 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 [202_ Series ___ Bonds] to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such [202_ Series ___ Bonds]. Beneficial owners of the [202_ Series ___ Bonds] should consult their own tax advisors with respect to the tax consequences of ownership of [202_ Series ___ Bonds] with original issue discount, including the treatment of beneficial owners who do not purchase such [202_ Series ___ Bonds] in the original offering to the public at the first price at which a substantial amount of such [202_ Series ___ Bonds] is sold to the public.

[202_ Series ___ 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 [202_ Series ___ Bonds]. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the [202_ Series ___ 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 [202_ Series ___ Bonds] being included in gross income for federal income tax purposes, possibly from the date of original issuance of the [202_ Series ___ 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 [202_ Series ___ Bonds] may adversely affect the value of, or the tax status of interest on, the [202_ Series ___ 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 [202_ Series ___ Bonds] is excluded from gross income for federal income tax purposes and that interest on the [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds]. Prospective purchasers of the [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ 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 [202_ Series ___ Bonds], and may cause the Authority or the beneficial owners to incur significant expense.]

[TO BE UPDATED IF TAXABLE]

LEGAL MATTERS

The validity of the [202_ 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 this Official Statement. Certain legal matters will be passed upon for the Authority by its general counsel and by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the Authority, and for the Underwriters by their counsel, Nixon Peabody LLP.

RATINGS

[202_ Series ___ Bonds]

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "[___]" to the [202_ Series ___ Bonds]. S&P Global Ratings ("S&P") has assigned a rating of "[___]" to the [202_ Series ___ Bonds]. Fitch Ratings ("Fitch") has assigned a rating of "[___]" to the [202_ Series ___ Bonds].

[202_ Series ___ Bonds]

Moody's has assigned a rating of "[___]" to the [202_ Series ___ Bonds]. S&P has assigned a rating of "[___]" to the [202_ Series ___ Bonds]. Fitch has assigned a rating of "[___]" to the [202_ 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 [202_ Series ___ Bonds].

UNDERWRITING

The Authority has entered into a purchase contract dated [_____, 20__] (the "Bonds Purchase Contract") with respect to the [202_ Series ___ Bonds] with [Book-Runner], on behalf of itself and as the representative (the "Representative") of [Additional Underwriters] (collectively, with the Representative,

the “Underwriters”). Pursuant to the Bonds Purchase Contract, the Underwriters have agreed, subject to conditions, to purchase the [202_ Series ___ Bonds] at a purchase price of \$[_____], which represents the aggregate principal amount of the [202_ Series ___ Bonds] less an underwriters’ discount of \$[_____].

The Underwriters will purchase all of the [202_ Series ___ Bonds] if any are purchased. The Underwriters have agreed to make a public offering of the [202_ Series ___ Bonds] at the prices or yields shown in the SUMMARY OF OFFERING.

[BofA Securities, Inc., an underwriter of the [202_ 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 [202_ Series ___ Bonds].]

[Citigroup Global Markets Inc., an Underwriter of the [202_ 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 [202_ Series ___ Bonds].]

[J.P. Morgan Securities LLC (“JPMS”), an Underwriter of the [202_ 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 [202_ Series ___ Bonds] from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any [202_ Series ___ Bonds] that such firm sells.]

[Morgan Stanley & Co. LLC, an Underwriter of the 202_ Series ___ Bonds, has entered into a retail distribution arrangement with its affiliate, Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the 202_ Series ___ Bonds.]

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 [202_ 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.

[The 202_ Series ___ Bonds are being exchanged for certain 20__ Series ___ Bonds (see “SUMMARY OF FINANCING PLAN”) through the Dealer Managers under the terms of the Tender/Exchange Offer. For their service as Dealer Managers, [_____] and [_____] will be compensated in an amount equal to a percentage of the aggregate principal amount of 20__ Series ___ Bonds tendered and accepted for exchange.]

VERIFICATION REPORT

Upon deposit of funds with, and purchase of securities by, the [_____] Indenture Trustee], as escrow agent with respect to the [Refunded Bonds], [_____, _____], 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 [202_ Series ___ 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 [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 [202_ 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 this Official Statement.

RELATIONSHIP OF CERTAIN PARTIES

[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 [202_ 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 [202_ 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 [202_ 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 [202_ Series ___ Bonds] and is a remarketing agent

for certain of the Authority’s outstanding Senior Bonds. Morgan Stanley Capital Services LLC has entered into a Qualified Swap Agreement with the Authority. Morgan Stanley & Co. LLC is an underwriter with respect to the 202_ Series __ Bonds. Morgan Stanley Capital Services LLC and Morgan Stanley & Co. LLC are affiliated and are subsidiaries of Morgan Stanley. See APPENDIX A – “OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements” and “OTHER AUTHORITY OBLIGATIONS – Credit Facilities.”][TO BE UPDATED]

The Authority’s capital improvement projects and related activities, including the sale of the [202_ 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 [202_ 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 Agreements. 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 the Continuing Disclosure Agreement for the [202_ Series __ Bonds] is attached as Appendix G hereto, and the form of the Continuing Disclosure Agreement for the [202_ Series __ Bonds] is attached as Appendix H 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.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Authority and holders of any of the [202_ Series ___ Bonds]. All quotations from and summaries and explanations of the Senior Indenture, the Subordinate 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/ _____
[Executive Director]

DRAFT

02/02/2023 - DRAFT FOR FYE 2023 BOND RESOLUTION

FORM OF APPENDIX A

BAY AREA TOLL AUTHORITY

(FOR BONDS TO BE ISSUED AS AUTHORIZED BY RESOLUTION NO. 145¹)

DRAFT

¹ This Form of Appendix A is not final and remains subject to ongoing review and update at the time of each BATA bond offering, including, without limitation updates of current financial and operating data and discussion of ongoing bridge projects and related matters. All historical financial and operating data of the Authority in this Form of Appendix A is prepared based on audited financial data for the Fiscal Year Ended 2022. The Authority has authorized updates to this Form of Appendix A necessary to provide material, accurate and complete disclosure to investors in connection with the issuance of Bonds under the terms of the Resolution.

TABLE OF CONTENTS

	Page
INTRODUCTION	A-1
BAY AREA TOLL AUTHORITY	A-1
Governance	A-1
Toll Setting Authority	A-2
THE BRIDGE SYSTEM	A-3
General	A-3
The Bridges	A-5
Bridge Traffic	A-7
BRIDGE TOLL REVENUES	A-7
Toll Rates	A-7
Toll Collections	A-9
Operations and Maintenance	A-12
RELATED ENTITIES	A-14
Metropolitan Transportation Commission	A-14
Authority Payments to MTC	A-14
Other Finance Authorities	A-15
CAPITAL PROJECTS AND FUNDING	A-16
BATA Capital Improvement Plan	A-17
Legislative Mandated and Voter Approved Programs and Projects	A-17
Additional Projects	A-18
AUTHORITY FINANCIAL AND OPERATING INFORMATION	A-19
Financial Statements	A-19
Cash Reserves	A-19
Operations and Maintenance Fund	A-19
Cooperative Agreement Self-Insurance Fund	A-20
Investment Policy	A-20
Investment Portfolio	A-21
OUTSTANDING AUTHORITY OBLIGATIONS	A-23
Outstanding Senior Bonds and Senior Obligations	A-23
Outstanding Subordinate Bonds	A-26
Qualified Swap Agreements	A-26
OTHER AUTHORITY OBLIGATIONS	A-29
Credit Facilities	A-29
Further Subordinated Obligations	A-30
CalPERS and MTC Retirement Plan	A-30
HISTORICAL AND PRO FORMA REVENUE AND DEBT SERVICE COVERAGE	A-32
Historical Revenue and Debt Service Coverage	A-32
Pro Forma Revenue, Operations & Maintenance Expenses and Debt Service Coverage	A-34
LITIGATION	A-36
General	A-36
Challenges to SB 595 and RM3 [TO BE FURTHER UPDATED]	A-37
AET Lawsuits	A-38
LEGISLATION, INITIATIVE AND REFERENDA MATTERS	A-38

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 (as defined herein), 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. 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 effects of the COVID-19 pandemic and the known and unknown effects of the pandemic on the finances and operations of the Authority. Capitalized terms used but not otherwise defined in this Appendix A shall have the meaning given in the forepart of this Official Statement.

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 (each, a “Bridge” and collectively, the “Bridge System”). 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 __, 2023, and ends on February __, 2025]. The chair and vice-chair are elected every two years by the Commission. The current members and their terms are shown in the table that follows.

**MTC Commissioners and Authority Members
(As of [DATE], 2023)**

[SUBJECT TO UPDATE]

Member Name	Description of Position	Originally Appointed
<i>Voting Members</i>		
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	June 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
Victoria Fleming	Sonoma County and Cities	April 2021
Federal D. Glover	Contra Costa County	December 2006
Sam Liccardo	San Jose Mayor’s Appointee	February 2011
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
<i>Non-Voting Members</i>		
Dina El-Tawansy	California State Transportation Agency	December 2020
Dorene M. Giacopini	U.S. Department of Transportation	August 1995
Vacant	U.S. Department of Housing and Urban Development	

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 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, including obligations under bond-related interest rate swaps, 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. 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. In one recent such instance, plaintiffs filed two suits challenging certain toll increases enacted by the State, arguing that they were improperly adopted taxes. However, in a consolidated appeal in connection with these cases, the California Court of Appeal held that

these toll increases were not taxes for purposes of the California Constitution, and, on January 25, 2023, the California Supreme Court dismissed its review of that decision. See “CAPITAL PROJECTS AND FUNDING,” “LITIGATION – Challenges to SB 595 and RM3” and “RISK FACTORS – Voter Initiatives” in the forepart of this Official Statement.

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 customer service for electronic toll collections for the Golden Gate Bridge. The seven bridges of the Bridge System interconnect various communities within the Bay Area and were used for approximately 111.9 million paid vehicle crossings in FYE 2022. 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 156 of the MTC 2022 Annual Comprehensive Financial Report (the “MTC 2022 ACFR”).

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 the California Department of Transportation (“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 1
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

[SUBJECT TO REVIEW AND UPDATE]

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 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.

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 carry Highway 680 and cross the Carquinez Strait approximately six miles east of the Carquinez Bridge. 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.

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.

Bridge Traffic

The following table sets forth total toll-paying motor vehicle traffic for FYE 2013 through 2022. As shown below, total toll-paying traffic for FYE 2022 was approximately 111.9 million vehicles, which represents an increase of approximately 10% as compared to FYE 2021.

TABLE 2
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
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	45,761	22,023	21,192	19,732	14,454	12,004	3,118	138,284	0.0
2020 ⁽³⁾	40,114	19,429	18,336	16,531	12,657	9,874	2,841	119,782	(13.4)
2021 ⁽³⁾	35,476	17,104	16,049	12,462	11,130	6,857	2,639	101,717	(15.1)
2022	38,801	18,068	17,285	14,497	12,217	8,213	2,833	111,914	10.0

⁽¹⁾ Traffic figures exclude toll violators. See “THE BRIDGE SYSTEM – Bridge Toll Collection – *Toll Violators*” above. Toll-free (unpaid) traffic (which includes unpaid traffic and vehicles that are permitted to cross for free) in FYE 2022, was approximately 10.7 million vehicles, representing approximately 8.8% of total traffic.

⁽²⁾ Totals may not add due to rounding.

⁽³⁾ Reduced traffic figures as a result of the COVID-19 pandemic stay-at-home orders and related public health measures.

Source: The Authority.

BRIDGE TOLL REVENUES

As defined in the Senior 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” and “RISK FACTORS – Voter Initiatives” in the forepart of this Official Statement.

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 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.

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”). [TO BE REVISED/UPDATED: Two suits were filed challenging the SB 595 Toll Increases (as further defined herein, the “Challenges to SB 595 and RM3”). However, in a consolidated appeal in connection with these suits, the California Court of Appeal held that the SB 595 Toll Increases were not taxes for purposes of the California Constitution, and, on January 25, 2023, the California Supreme Court dismissed its review of that decision. See “– Bridge Toll Rates – Table 3 Bridge System Total Toll Rates” and “LITIGATION – Challenges to SB 595 and RM3.”]

In July 2021, the Authority began collecting tolls on the Bridges from high-occupancy vehicles (carpool 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 \$3.50 on all Bridges during peak hours. Commuter buses and vanpool vehicles are permitted to cross the Bridges toll-free at all hours. See “THE BRIDGE SYSTEM – Bridge Traffic – Table 2 Total Toll-Paying Motor Vehicle Traffic” above.

Current Toll Rates. The following table sets forth the Authority’s current toll schedule which became effective as of January 1, 2022. [See “BAY AREA TOLL AUTHORITY – Toll Bridge Revenue Bond Program – *Bridge Toll Revenues*” and “LITIGATION – Challenges to SB 595 and RM3” herein.]

**TABLE 3
BRIDGE SYSTEM TOTAL TOLL RATES⁽¹⁾⁽²⁾
(EFFECTIVE DATES)**

Number of Axles Per Vehicle	January 1, 2022 through December 31, 2024	Effective January 1, 2025
2 axles ⁽³⁾	\$ 7.00	\$ 8.00
3 axles	17.00	18.00
4 axles	22.00	23.00
5 axles	27.00	28.00
6 axles	32.00	33.00
7 axles or more	37.00	38.00

⁽¹⁾ Tolls as established under BATA Resolution No. 128, Attachment A – Authority Toll Schedule for Toll Bridges (Effective January 1, 2022). Includes SB 595 Toll Increases. [The Authority has held the SB 595 Toll Increases in the SB 595 Escrow Account pending resolution of the Challenges to SB 595 and RM3 and further Board action. The Authority expects [TO BE UPDATED]]. See “BAY AREA TOLL AUTHORITY – Toll Bridge Revenue Bond Program - *Bridge Toll Revenues*” and “LITIGATION – Challenges to SB 595 and RM3” herein.

⁽²⁾ A reduced-rate toll of \$3.50 is collected on high-occupancy and inherently-low-emission two-axle vehicles during peak hours.

⁽³⁾ On the San Francisco-Oakland Bay Bridge, a weekday toll of \$8.00 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 \$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 and carpools 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 temporarily 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 \$7.00 all day. As of the date of this Official Statement, congestion pricing remains suspended.

Source: The Authority.

Toll Equity and Other Exemption Programs. [Discussion to Come Re: Toll Equity Action Plan; AB 2949 - vehicles registered to a veteran displaying eligible license plates will be exempt from paying tolls on the Bridge System; other programs/developments.]

The pro forma future financial estimates in this Appendix A, including those shown in Table 15 herein, [include] Bridge Toll Revenues resulting from the SB 595 Toll Increases. See “HISTORICAL AND PRO FORMA REVENUE AND DEBT SERVICE COVERAGE – Pro Forma Revenue, Operations & Maintenance Expenses and Debt Service Coverage – Table 15 Pro Forma Revenue, Operations & Maintenance Expenses and Debt Service Coverage” and “LITIGATION – Challenges to SB 595 and RM3.”

Toll Collections

[For Discussion – Further updates to come including discussion of Ops transition; also discussion of unpaid crossings up and efforts to increase FasTrak penetration; AET processing]

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. Since the start of the COVID-19 pandemic in March 2020, the Authority’s process of collecting tolls has changed.

Prior to the COVID-19 pandemic, the Authority operated both electronic toll collection (“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. 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 in 2020, 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").

Beginning on January 1, 2021, manual toll collection operations on the Bridges were permanently ended and 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).

Between March 2020 and December 2020, the Authority invoiced approximately \$116 million of unpaid cash tolls (i.e., non-FasTrak user). In November 2020, the Authority initiated a reminder process for the balance of the outstanding unresolved invoices by sending out reminder notices. In November 2021, the Authority transmitted to the DMV any unpaid first and reminder notices for 2020 invoices, for placement of a hold on the vehicle registration until the outstanding toll obligation is satisfied. As of July 2022, approximately 9% of all 2020 invoices remain open. Violations in 2021 and beyond have not been sent to the DMV pending implementation of a low-income payment plan. The Authority is currently working to place holds on commercial accounts.

Between January 1, 2021 and December 31, 2022, the Authority invoiced approximately \$348 million of tolls for vehicles that did not have a FasTrak account or a License Plate Account. Approximately 45% of those invoices were paid within 30 days or were otherwise resolved. The Authority sent a violation notice to any registered owner of a vehicle that did not pay their invoice within 30 days or if their first invoice was not otherwise resolved. Approximately 18% of those violation notices were paid within 30 days of being sent by the Authority or were otherwise resolved. The Authority sent a second violation notice to any registered owner of a vehicle that did not pay either the invoice or the first violation notice (including any penalties). Approximately 18% of the second violation notices were paid within 30 days of being sent by the Authority or were otherwise resolved. Any unpaid amounts remaining after the second violation notice are put into the DMV and collection processes as described below under "*Toll Violators.*"

Toll Violators. Toll violators are drivers that intentionally or inadvertently avoid the payment of tolls. The recovery of payment from a toll violator is reported by the Authority as Revenue. See "HISTORICAL AND PRO FORMA 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. 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 California Franchise Tax Board, or referral of the amount due to a collections 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.

As part of its Tolling Equity Action Plan, the Authority approved a reduction in violation penalty notices. Effective December 1, 2021, the penalty for first violation notices decreased from \$25 to \$5, and the penalty for second violation notices decreased from \$70 to \$15. This reduction was retroactive to all violation notices effective January 1, 2021. Bridge patrons who were sent notices on and after January 1, 2021 and paid their violation penalties prior to December 1, 2021 will receive a refund for the difference between the amount paid and the revised amount due. Under this policy, BATA refunded \$26.7 million of FYE 2021 penalties during FYE 2022, which was reported as a special item in the financial statements for FYE 2022. BATA also refunded \$8.1 million of FYE 2022 penalties. The FYE 2022 refunds were recorded against current year toll revenues. See Note AD on page 75 of the MTC 2022 ACFR.

Another component of the Authority's Tolling Equity Action Plan is an ongoing review and development of a payment plan that would enable low-income individuals to pay accrued tolls and penalties over an extended period of time, of up to two years. This plan, which is expected to be effective July 1, 2023, is also consistent with the provisions of AB 2594, which requires such payment plans for toll bridge (effective July 1 2023) and express lanes operators (effective July 1, 2024), and also requires waivers of penalties from the beginning of the pandemic through January 1, 2023 for such low-income individuals. The Authority does not consider any of the amounts necessary to be waived are material to its operations.

The FasTrak System. As of January 1, 2021, the Authority began collecting all tolls from vehicles crossing the Bridges electronically either through its FasTrak system, a License Plate Account or by invoicing the registered owner of the vehicle based on a photo of the vehicle's license plate. The growth in ETC processing has improved traffic flow on the Bridges but has also been associated with increased processing costs and unpaid tolls.

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 State and Local Solutions, Inc. (a subsidiary of Conduent Inc.) ("Conduent") 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 is currently in effect through September 2027, with options to renew at the Authority's discretion through 2029. Funding for CSC operations is included in the Authority's annual operating budget. The Authority's CSC operations expenses for FYE 2022 were approximately \$63.18 million, an increase of approximately \$13 million from FYE 2021. The 26% increase for CSC operations expenses from FYE 2021 to FYE 2022 was as a direct result of the significant increase in the number of invoices that

Conduent handled as a result of the ending of cash toll collections beginning in March 2020 and the conversion to all electronic toll collections.

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 the Senior Obligations, the Subordinate Obligations and any other obligations of the Authority that are secured by a pledge of revenue on a basis subordinate to the Subordinate Obligations (collectively, the “Secured Obligations”) and amounted to approximately \$[11.8] million in FYE 2022.

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 \$130 million, and the Authority expects to pay the costs from rehabilitation capital funds and RM3 funds for Richmond-San Rafael. Currently, three civil design firms are under contract and working with Caltrans, the roadway and facility owners, to complete the civil design and environmental clearance necessary to begin construction. The Authority expects civil construction to begin in 2024 with the new toll system contractor (currently in procurement) installing their toll system equipment just prior to each bridge conversion. The first scheduled ORT conversion is the Antioch Bridge, which is expected in summer 2025. The conversion of the other Bridges to an ORT system is expected to continue through 2027. After implementing ORT on all of the Bridges there may be a second phase of work to demolish unused toll operations buildings and repurpose roadway pavement no longer in use.

Operations and Maintenance

The Authority is responsible for paying all of the costs of operating and maintaining the Bridge System. 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. Beginning in March 2020, the State and Caltrans suspended cash toll collections on the Bridges, and, as of January 1, 2021, manual toll collection operations on the Bridges were permanently ended. As a result of the termination of manual toll collection operations, the Authority’s payments to Caltrans were significantly reduced beginning in FYE 2021. See Table 4 below.] [Update with Discussion re BATA/Caltrans Asset Management Workshop and resulting report (Spring 2022).]

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 2018 through 2022 are set out on the following table.

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TABLE 4
HISTORICAL OPERATING EXPENSES
(\$ in millions)

[SUBJECT TO REVIEW AND UPDATE]

FYE	Authority Operating Expenses	Caltrans Operating Expenses	TJPA Expenses ⁽²⁾	Total ⁽³⁾⁽⁴⁾
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
2021	94.0 ⁽⁵⁾	1.9 ⁽⁶⁾	5.4	101.2
2022	148.4 ^{(5) (7)}	2.7 ⁽⁶⁾	5.6	156.7 ⁽⁷⁾

⁽¹⁾ The information presented for 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 2018, FYE 2019, FYE 2020, FYE 2021, and FYE 2022, the Authority received approximately \$9.7 million, \$9.3 million, \$8.6 million, \$7.9 million, and \$11.8 million, respectively, in reimbursements from other operating agencies, resulting in net operating and maintenance expenses of approximately \$82.4 million, \$89.6 million, \$91.0 million, \$93.4 million, and \$144.9 million, respectively. See “HISTORICAL AND PRO FORMA REVENUE AND DEBT SERVICE COVERAGE – Historical Revenue and Debt Service Coverage – Table 14 Bridge System Historical Revenue and Debt Service Coverage.”

⁽⁴⁾ Totals may not add due to rounding.

⁽⁵⁾ As a result of the suspension of cash toll collections in March 2020 and the subsequent permanent termination of cash roll collections in January 2021, the number of invoices required to be handled by the CSC increased significantly. Vehicles that do not have a FasTrak account or a License Plate Account must be mailed an invoice by the CSC. CSC operations expenses for FYE 2022 were approximately \$63.2 million, an increase of approximately \$13 million from FYE 2021.

⁽⁶⁾ Beginning in March 2020, the State and Caltrans suspended cash toll collections on the Bridges, and, as of January 1, 2021, manual toll collection operations on the Bridges were permanently ended. As a result of the termination of manual toll collection operations, the Authority’s payments to Caltrans were significantly reduced beginning in FYE 2021.

⁽⁷⁾ Includes \$26.7 million of one-time retroactive payments to patrons who paid toll violation penalties for the period of January 1, 2021 to December 1, 2021, which was the effective date of the reduced amount of violation penalty charges. See “—Toll Violators” above.

Source: The Authority; Schedule 9 on page 135 of the MTC 2022 ACFR.

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. Three of these agencies, MTC, the Bay Area Infrastructure Financing Authority (“BAIFA”), and Bay Area Housing Finance Authority (“BAHFA”), each of which have overlapping governing boards with the Authority, and certain of their respective 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 380 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.

[For Review/Discussion – Include disclosure about MTC Climate Initiatives Program in this section? Consider how these and other initiatives to address climate and green initiatives may affect the amount of toll revenues received and how MTC and BATA are planning together to address those competing goals.]

Authority 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 5
TRANSFERS TO MTC
(\$ in millions)

[SUBJECT TO REVIEW AND UPDATE]

FYE	RM2 Operating Transfers⁽¹⁾	Authority Administrative Costs⁽²⁾	Total
2018	\$45.00	\$13.72	\$58.72
2019	46.45	14.33	60.78
2020	43.88	19.86	63.74
2021	32.95	17.43	50.38
2022	40.77	18.23	59.00

⁽¹⁾ RM2 Operating Transfers are subject to a statutory cap of 38% of RM2 revenue. Total RM2 revenue equaled approximately \$105.3 million in FYE 2022.

⁽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 4 Historical Operating Expenses.

Source: The Authority; Schedule 9 on page 135 of the MTC 2022 ACFR.

“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.”

Other Finance Authorities

Bay Area Infrastructure Financing Authority. BAIFA is a joint powers authority created in 2006 by the Authority and MTC. BAIFA oversees the financing, planning, and operation of MTC’s express lanes and also works with Caltrans, the California Highway Patrol and county transportation agencies on

the overall Bay Area express lanes network. The first of such express lanes, constructed along Interstate 680 between Walnut Creek and San Ramon, commenced revenue operations in October 2017. BAIFA is governed by a governing board that is coterminous with MTC’s governing board, and MTC’s chair and vice chair also serve as BAIFA’s chair and vice chair.

[To Come: Brief Update/Discussion re SR 37 & BAIFA]

Bay Area Housing Finance Authority. BAHFA is a regional housing finance authority created by the State Legislature in 2020 in response to the region’s housing crises. The State Legislature conferred upon BAHFA the authority to raise and allocate new revenue to finance affordable housing projects throughout the San Francisco Bay Area, including the power to issue general obligation bonds backed by ad valorem property taxes, and the ability to utilize the proceeds of parcel taxes, gross receipts taxes, per-employee corporate taxes, and commercial linkage fees. BAHFA is governed by the same board that governs MTC, and is overseen by a 7-member BAHFA Oversight Committee that meets jointly with the ABAG Housing Committee.

Bay Area Headquarters Authority. The Bay Area Headquarters Authority or “BAHA” is a joint exercise of powers authority created by a Joint Exercise of Powers Agreement (the “BAHA Agreement”) between the Authority and MTC. BAHA was created to plan, acquire, and develop office space and facilities and undertake related activities by exercising the common powers of the Authority and MTC and the powers separately conferred by law. The Authority contributed \$[256] million [Confirm Amount] to BAHA pursuant to the BAHA Agreement to support the acquisitions and development of the office facility at 390 Main Street in San Francisco, California (the “Administration Building”). **[Add Discussion about repayments by BAHA to BATA.]** Portions of the building are leased to the Bay Area Air Quality Management District (the “Air District”), the Association of Bay Area Governments, and other governmental or private tenants, in addition to being the headquarters of MTC and the Authority and SAFE. [Discuss any portion of the building that has been sold.] BAHA has entered into an Office Lease with the Air District under which the Air District will lease an area equivalent to one floor and will have the option to purchase such space. BAHA and the Air District have also entered into a financing lease that will finance the Air District’s acquisition of the space upon exercise of its purchase option.

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.

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 [____], 20[___] the expected delivery date of the [2023/2024] 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 \$[____], and outstanding Subordinate Bonds in the aggregate principal amount of \$[____]. See “OUTSTANDING AUTHORITY OBLIGATIONS,” “OTHER AUTHORITY OBLIGATIONS” and “HISTORICAL AND PRO FORMA 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 benefit of other Bay Area facilities, including the Golden Gate Bridge and express lanes. The Authority also has responsibility to fund budgeted Bridge rehabilitation and undertake Bridge construction and improvement projects as needed.

BATA Capital Improvement Plan

[SUBJECT TO REVIEW/UPDATE] 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 has developed a ten-year Capital Improvement Plan (the “CIP”) for the rehabilitation of the Bridge System and related tolling systems and facilities. The current plan sets forth projects to be undertaken between FYE 2024 and FYE 2033 that have an estimated cost of approximately \$1.8 billion. The Authority’s capital budget for FYE 2023 includes rehabilitation and operational improvement projects to the Bridges in the amount of approximately \$160 million.

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 temporary partial and full closure of a Bridge from time to time.

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. For the west spans of the San Francisco-Oakland Bay Bridge, the analyses determined the need for some structural retrofit, including some replacement of rivets with high-strength bolts and additional bracing. This strengthening work is anticipated to be completed in the fall of 2023. For the Richmond-San Rafael Bridge, the analyses determined the need for similar work, including strengthening of gusset plates. This strengthening work was completed in April 2022. 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 CIP.

The Authority commissioned a study by KPMG in 2011, which was most recently updated in 2022 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. 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.

Legislative Mandated and Voter Approved Programs and Projects

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, 2022, approximately \$[___] million of the funds programmed remain to be spent on specified transportation projects.]

Regional Measure 1 and Regional Measure 2 Projects. 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 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, 2022, only approximately \$50 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. [SUBJECT TO REVIEW AND UPDATE] [On June 5, 2018, a majority of Bay Area voters approved RM3, which authorizes the Authority to finance approximately \$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. Major projects in the RM3 expenditure plan include new San Francisco Bay Area Rapid Transit District ("BART") railcars to accommodate growing ridership, extending BART's Silicon Valley service to Santa Clara, and extending Caltrain to downtown San Francisco. RM3 authorized a toll increase of \$3.00, phased in over time, which marked the first toll hike on the Bridges since 2010. See "THE BRIDGE SYSTEM – Bridge Toll Rates."]

[Disclosure To Be Updated re: Outstanding RM3 LONPs and RM3 matters]

[As described under "LITIGATION – Challenges to SB 595 and RM3," two suits were filed challenging the SB 595 Toll Increases. However, in a consolidated appeal in connection with these Challenges to SB 595 and RM3, the California Court of Appeal held that the SB 595 Toll Increases were not taxes for purposes of the California Constitution, and, on January 25, 2023, the California Supreme Court dismissed its review of that decision. 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.

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 Annual Comprehensive Financial Report for FYE 2022, including MTC's Financial Statements for FYE 2022 (the "MTC 2022 ACFR"), has been posted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website at <https://emma.msrb.org/P11633684-P21262316-P21688426.pdf> and is incorporated herein by such reference as if fully included herein.

The financial statements as of June 30, 2022, 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

Authority's budget for FYE 2023, includes the continued maintenance of a \$1.1 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 \$1.06 billion during FYE 2022.

Pursuant to the Authority's budget for FYE 2023, the reserve is designated as follows: \$50 million in the Cooperative Agreement self-insurance emergency fund described below, \$188 million in the Operations and Maintenance Fund described below for two years of operation and maintenance of toll facilities, \$314 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, 2022, see Note 3 on page 78 of the MTC 2022 ACFR. 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 amounts 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 2023, requires that the balance in the Operations and Maintenance Fund be maintained at \$188 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 2022 ACFR at Note 1-W on page 74, and at Note 5 in the discussion of "Derivative Instruments" on page 90, the Authority's investment income for FYE 2022 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 gain of \$222,124,243 in FYE 2022. 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-W and Note 5, starting at page 74 and page 90, respectively, of the MTC 2022 ACFR.

Investment Portfolio

[SUBJECT TO REVIEW AND UPDATE] As of [DATE], 2022, the average maturity of the investment portfolio of MTC, which includes investments on behalf of the Authority, was [___] days, with an average yield to maturity of approximately [___]%.

TABLE 6
INVESTMENT PORTFOLIO INFORMATION⁽¹⁾⁽²⁾
as of [DATE], 2022 (Unaudited)

[SUBJECT TO REVIEW AND UPDATE]

Investments	Percent of Portfolio	Par Value	Market Value
U.S. Treasury Securities	%	\$	\$
Government Sponsored Enterprises ⁽³⁾			
Mutual Funds			
Cash			
Government Pools ⁽⁴⁾			
Municipal Bonds			
TOTAL INVESTMENTS	100.0%	\$	\$

⁽¹⁾ Preliminary; subject to acceptance by the Authority’s governing board, which is expected in [____] 20[22/23].

⁽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 currently 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.

OUTSTANDING AUTHORITY OBLIGATIONS

Outstanding Senior Bonds and Senior Obligations

Prior to the expected delivery date of the [2023/2024] Series Bonds, [and the expected date of the refunding of the Refunded Bonds], the Authority has have outstanding Senior Bonds in the aggregate principal amount of \$5,932,345,000 comprised of: (i) \$ 3,228,465,000 of fixed rate bonds; (ii) \$691,730,000 of variable rate demand bonds bearing interest at a Weekly Rate; (iii) \$1,028,565,000 of bonds bearing interest at Index Rates tied to the SIFMA Swap Index; and (iv) \$983,585,000 of bonds bearing interest at Term Rates, all as more specifically set forth herein.

Fixed Rate Bonds. Table 7 below identifies the outstanding Senior Bonds that bear interest at a Fixed Rate, as of [____], 2023, the expected date of delivery of the [2023/2024] Series Bonds [and prior to 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.”]

TABLE 7*
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR FIXED RATE BONDS
[SUBJECT TO REVIEW AND UPDATE]

<u>Series</u>	<u>Outstanding Principal Amount</u>	<u>Interest Rate</u>	<u>Final Maturity Date (April 1)</u>
2009 Series F-2	1,300,000,000	Fixed (Taxable)	2049
2017 Series F-1	75,000,000	Fixed	2056
2019 Series F-1	804,260,000	Fixed (Taxable)	2054
2021 Series F-1	\$ 349,205,000	Fixed (Taxable)	2040
2021 Series F-2	338,500,000	Fixed	2056
2021 Series F-3	361,500,000	Fixed (Taxable)	2055
TOTAL	\$ 3,228,465,000		

* Preliminary, subject to change.

Weekly Rate Bonds. Table 8 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 [____], [2023/2024], the expected date of delivery of the [2023/2024] Series Bonds, [and prior to 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.”]

TABLE 8
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR WEEKLY RATE BONDS
[SUBJECT TO REVIEW AND UPDATE]

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.	October 20, 2026
2007 Series A-2	75,000,000	MUFG Bank, Ltd., acting through its New York Branch	October 20, 2026
2007 Series B-2	75,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	October 20, 2026
2007 Series C-2	25,000,000	MUFG Bank, Ltd., acting through its New York Branch	October 20, 2026
2007 Series D-2	100,000,000	Bank of America, N.A.	October 20, 2026
2008 Series C-1	25,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	October 20, 2026
2008 Series E-1	50,000,000	MUFG Bank, Ltd., acting through its New York Branch	October 20, 2026
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	<u>\$691,730,000</u>		

Term Rate and Index Rate Bonds. Table 9 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 [____], [2023/2024], the expected date of delivery of the [2023/2024] Series Bonds, [and prior to 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.”]

TABLE 9*
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR TERM RATE AND INDEX RATE BONDS

[SUBJECT TO REVIEW AND UPDATE]

Series	Principal Amount	Interest Rate	Index Rate	Purchase Date Following End of Index Rate or Term Rate Period ⁽¹⁾
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 D	150,000,000		SIFMA Swap Index plus 0.30%	April 1, 2027
2021 Series A	204,835,000	2.000		April 1, 2028
2021 Series E	126,715,000		SIFMA Swap Index plus 0.41%	April 1, 2028
TOTAL	\$1,896,085,000			

* Preliminary, subject to change.

⁽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 applicable Stepped Rate. See “RISK FACTORS – Remarketing Risk” in the forepart of this Official Statement.

Outstanding Subordinate Bonds

Table 10 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 [____], [2023/2024], the expected date of delivery of the [2023/2024] Series S-[_] Bonds, [and prior to 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.”]

TABLE 10
SAN FRANCISCO BAY AREA SUBORDINATE TOLL BRIDGE REVENUE BONDS
OUTSTANDING SUBORDINATE BONDS
[SUBJECT TO REVIEW AND UPDATE]

Series	Outstanding Principal Amount	Interest Rate	Final Maturity Date
2010 Series S-1	\$ 1,422,515,000	Fixed (Taxable)	April 1, 2050
2010 Series S-3	475,000,000	Fixed (Taxable)	October 1, 2050
2017 Series S-7	1,338,030,000	Fixed	April 1, 2049
2019 Series S-8	121,620,000	Fixed	April 1, 2054
2021 Series S-10	274,240,000	Fixed (Taxable)	April 1, 2050
TOTAL	\$ 3,631,405,000		

Qualified Swap Agreements

[SUBJECT TO REVIEW AND UPDATE] The Authority currently has outstanding thirteen Qualified Swap Agreements with seven counterparties that, as of June 30, 2022, 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, 2022, the aggregate fair market value of the Qualified Swap Agreements was approximately \$262 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, 2022, see “Note 5 Long-Term Debt—Derivative Instruments” and “—Objective and Terms of Hedging Derivative Instruments” on pages 90-92 and Schedules 11 through 14 on pages 138-141, of the MTC 2022 ACFR.

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. [SUBJECT TO REVIEW AND UPDATE] 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 11
QUALIFIED SWAP AGREEMENTS
(as of June 30, 20[22/23])

[SUBJECT TO REVIEW AND UPDATE]

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

[SUBJECT TO REVIEW AND UPDATE] On October 16, 2014, the Authority entered into a Reimbursement Agreement, as amended on June 15, 2017, August 1, 2019 and October 27, 2021, 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 8 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 Senior Indenture until such Senior Bonds are retired or changed to bear interest, as permitted by the Senior 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 Senior 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

[SUBJECT TO REVIEW AND UPDATE] 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 2018 through 2022 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 69 and 95, respectively of the MTC 2022 ACFR for additional information on the MTC Plan.

TABLE 12
MTC PENSION EXPENSE AND AUTHORITY ALLOCATION
[SUBJECT TO REVIEW AND UPDATE]

FYE (June 30) ⁽¹⁾	MTC Pension Expense	Authority Pension Expense Allocation ⁽²⁾
2018	\$6,516,422	\$1,366,116
2019	5,414,566	1,095,777
2020	7,547,136	130,625 ⁽³⁾
2021	8,287,759	1,446,636
2022	[11,572,400 ⁽⁴⁾]	110,529

- (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 \$[15.6] million of which \$[8] million has been allocated to the Authority as a pension asset for FYE 2022. See Note 8-D at page 99 of the MTC 2022 ACFR.
- (3) The Authority’s allocable pension expense decreased in FYE 2020 as a result of the Authority prepaying a portion of the expense.
- (4) For FYE 2022 MTC made an additional \$5 million contribution to pension expenses. See Note 8-E at page 102 of the MTC 2022 ACFR.

Source: The Authority.

In July 2022, CalPERS issued its Actuarial Valuation as of June 30, 2021, for the MTC Plan (the “CalPERS 2021 MTC Actuarial Valuation”), which included, among other things, projected future contribution rates for the MTC plan. According to the CalPERS 2021 MTC Actuarial Valuation, the MTC employer contribution rate for FYE 2023 is [_____] % of covered payroll and is projected to be [_____] % of covered payroll for FYE 2024. See “THE BRIDGE SYSTEM – Payments to MTC.”

The CalPERS 2021 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 2017 through 2021.

TABLE 13
MTC PENSION PLAN INFORMATION
[SUBJECT TO REVIEW AND UPDATE]

Valuation Date (June 30)	Accrued Liability	Market Value of Assets (MVA)	Unfunded Liability (UL)	Funded Ratios	Annual Covered Payroll
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
2020	197,077,264	173,116,607	23,960,657	87.8	36,439,778
2021	[_____]	[_____]	[_____]	[_____]	[_____]

Source: CalPERS 2021 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 2021 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 PRO FORMA REVENUE AND DEBT SERVICE COVERAGE

Historical Revenue and Debt Service Coverage

The following Table 14 sets forth Bridge System historical revenue and debt service coverage for FYE 20[18/19] through 20[22/23].

Information in the table is intended to provide bondholders and potential investors with information about revenues and gross debt service coverage. The revenue and expense information presented in the table below is derived in part from audited financial statements prepared in accordance with generally accepted accounting principles; however, as presented below such information differs from the audited presentation and therefore should be read separately. Non-cash items, including unrealized investment gain and losses, amortization of bond premium and discount, and amortization of deferred amount on refunding are excluded from these calculations. In previous disclosure, including annual reports, these items were included in the calculations.

This table does not calculate coverage ratio covenants or additional bonds tests that are set forth in the Senior Indenture or the Subordinate Indenture. See “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 4 Historical Operating Expenses” above.

THE TABLE SET FORTH BELOW AND SUPPLEMENTAL SCHEDULES AND TABLES INCLUDED IN MTC’S ACFR PRESENT SLIGHTLY DIFFERENT REVENUE, MAINTENANCE AND OPERATING EXPENSE, DEBT SERVICE AND DEBT SERVICE COVERAGE RATIO INFORMATION AND THEREFORE ARE NOT COMPARABLE AND SHOULD BE READ SEPARATELY.

TABLE 14
BRIDGE SYSTEM
HISTORICAL REVENUE AND DEBT SERVICE COVERAGE
(\$ in thousands)

Fiscal Year Ended June 30,	2018	2019	2020	2021	2022
Revenue					
Bridge Toll Revenues	\$727,350	\$724,914 ⁽¹⁾	\$633,932 ⁽¹⁾	\$830,405 ⁽²⁾	\$756,197 ⁽²⁾
Interest Earnings ⁽³⁾	37,078	54,985	37,278	8,810	9,847 ⁽⁴⁾
Other Revenues ⁽⁵⁾	28,379	26,649	29,841	32,416	19,937
Total Revenue Under Senior Indenture [A]	\$792,807	\$806,548	\$701,051	\$871,631	\$785,981
Debt Service on Senior Bonds and Parity Obligations [B]⁽⁶⁾	\$270,519	\$263,655	\$280,305	\$179,083	\$223,442
Gross Senior Debt Service Coverage [A/B]⁽⁷⁾	2.93x	3.06x	2.50x	4.87x	3.52x
Less Maintenance and Operation Expenses⁽⁸⁾ [C]	\$(82,472)	\$(89,653)	\$(91,031)	\$(93,366)	\$(118,159)
Total Available Revenue Under Subordinate Indenture [A-C = D]	\$710,335	\$716,895	\$610,020	\$778,265	\$667,822
Debt Service on Senior Bonds, Parity Obligations and Subordinate Bonds[E]⁽⁶⁾	\$435,947	\$440,245	\$490,214	\$339,174	\$380,397
Aggregate Debt Service Coverage [D/E]⁽⁷⁾	1.63x	1.63x	1.24x	2.29x	1.76x

⁽¹⁾ Does not include toll revenues collected pursuant to SB 595.

⁽²⁾ Includes toll revenues collected pursuant to SB 595 (\$159 million of SB 595 toll revenues collected in FYE 2022, \$101 million of SB 595 toll revenues collected in FYE 2021 and \$184 million of SB 595 toll revenues collected prior to July 1, 2020 and recognized in FYE 2021).

⁽³⁾ Does not reflect non-cash derivative investment charges or gains that do not reduce or increase Revenue under provisions of the Senior Indenture. Does not reflect unrealized investment gains and losses.

⁽⁴⁾ Does not include net unrealized investment loss of \$49,882,877. Unrecognized investment gains and losses had been included in Interest Earnings in BATA Annual Reports for FYE 2021 and prior.

⁽⁵⁾ Consists of violation revenues. See “THE BRIDGE SYSTEM – Bridge Toll Collections – *Toll Violators*” with respect to the recent changes to the Authority’s policies and procedures for imposing violation penalties.

⁽⁶⁾ Including accrual of interest less Build America Bonds Subsidy, which subsidy was reduced by approximately 6.6% in federal fiscal year 2018, 6.2% in federal fiscal year 2019, 5.9% in federal fiscal year 2020, 5.7% in federal fiscal year 2021, and 5.7% in federal fiscal year 2022 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-AB on page 75 of the MTC 2022 ACFR. FYE 2022 includes non-cash items such as amortization of premium and accrual of interest. Excludes optional redemption of Subordinate Bonds, 2014 Series S5 of \$25,000,000 on October 1, 2019. Excludes one-time prepayment of FYE 2021 principal of and related interest on certain Senior Bonds in the amount of approximately \$89 million and Subordinate Bonds in the amount of approximately \$63 million undertaken by the Authority in May 2020 through the use of unrestricted available funds of the Authority. Excludes one-time prepayment of approximately \$82 million in FYE 2022 principal of and related interest on certain Subordinate Bonds undertaken by the Authority in June 2021 through the use of unrestricted available funds of the Authority.

⁽⁷⁾ 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.”

⁽⁸⁾ 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 4 Historical Operating Expenses.”

Source: The Authority.

Pro Forma Revenue, Operations & Maintenance Expenses and Debt Service Coverage

[FOR DISCUSSION / REVIEW / UPDATE] The following table sets forth pro forma revenues and expenditures of the Authority and pro forma debt service coverage for its Fiscal Years ending June 30, 20[23/24] through 20[27/28]. Generally, the pro forma Bridge Toll Revenues for Fiscal Year ending June 30, 20[23/24] reflect budgeted revenues and expenses. These pro forma financials were prepared as of [____], 20[22/23] and do not reflect actual results and transactions occurring during FYE 20[23/24], including the issuance of the [2023/2024] Series Bonds [and the refunding of the Refunded Bonds]. **THE PRO FORMA BRIDGE TOLL REVENUES PRESENTED IN THE FOLLOWING TABLE INCLUDE REVENUES RESULTING FROM THE SB 595 TOLL INCREASES.** See “LITIGATION – Challenges to SB 595 and RM3.” Further assumptions made in preparing the pro forma revenues 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 pro forma Bridge Toll Revenues set forth below represent the Authority’s calculation 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, pro forma results may not be realized and actual results could be significantly higher or lower than estimated. The Authority is not obligated to update, or otherwise revise the prospective financial information 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 15
BRIDGE SYSTEM
PRO FORMA REVENUE, OPERATIONS & MAINTENANCE
EXPENSES AND DEBT SERVICE COVERAGE⁽¹⁾⁽²⁾

(\$ in thousands)

[SUBJECT TO REVIEW AND UPDATE]

		Fiscal Year Ended June 30				
		2023	2024	2025	2026	2027
Senior Obligation Debt Service						
A	Bridge Toll Revenues ⁽³⁾	\$893,600	\$893,600	\$959,760	\$1,026,560	\$1,031,692
B	Interest Earnings	37,319	40,374	49,528	48,400	45,349
C	Other Revenues ⁽⁴⁾	41,377	30,377	30,454	30,531	30,609
D	Total Revenue	<u>\$972,296</u>	<u>\$964,351</u>	<u>\$1,039,742</u>	<u>\$1,105,491</u>	<u>\$1,107,650</u>
E	Existing Senior Bonds and Parity Obligations ⁽⁵⁾	\$265,720	\$270,047	\$284,557	\$ 283,796	\$290,750
F	Additional Senior Bonds	-	-	-	-	-
G	Total Senior Bonds and Parity Obligations	<u>\$265,720</u>	<u>\$270,047</u>	<u>\$284,557</u>	<u>\$283,796</u>	<u>\$290,750</u>
H	Senior Debt Service Coverage (D/G)	3.66x	3.57x	3.65x	3.90x	3.81x
Subordinate Bond Debt Service						
I	Total Revenue	\$972,296	\$964,351	\$1,039,742	\$1,105,491	\$1,107,650
J	Debt Service on Senior Bonds and Parity Obligations	\$265,720	\$270,047	\$284,557	\$283,796	\$290,750
K	Existing Subordinate Bond Debt Service ⁽⁶⁾	\$171,034	\$193,824	\$192,457	\$190,860	\$216,423
L	Additional Subordinate Bond Debt Service	-	-	-	-	-
M	Aggregate Debt Service	<u>\$436,754</u>	<u>\$463,871</u>	<u>\$477,014</u>	<u>\$474,655</u>	<u>\$507,173</u>
N	Gross Aggregate Debt Service Coverage (I/M)	2.23x	2.08x	2.18x	2.33x	2.18x
O	Total Revenue	\$972,296	\$964,351	\$1,039,742	\$1,105,491	\$1,107,650
P	Less: Maintenance and Operations Expenses ⁽⁷⁾	\$(176,386)	\$(123,099)	\$(126,792)	\$(130,596)	\$(134,514)
Q	Net Available Revenue	<u>\$ 795,910</u>	<u>\$841,252</u>	<u>\$912,950</u>	<u>\$974,895</u>	<u>\$973,137</u>
	Net Aggregate Debt Service Coverage (Q/M)	1.82x	1.81x	1.91x	2.05x	1.92x

⁽¹⁾ The pro forma revenues in this table were prepared as of January 31, 2023, using data available at that time, including the FYE 2023 Budget. These estimates do not reflect actual results and transactions that have occurred or may occur during FYE 2023 or thereafter. This table does not calculate coverage ratio covenants or additional bonds tests specified in the Senior and Subordinate Indentures. 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. Pro Forma 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 [2023/2024] Series Bonds are set forth in APPENDIX F – “PRO FORMA DEBT SERVICE SCHEDULE.”

⁽²⁾ The estimates in this table include Bridge Toll Revenues resulting from the SB 595 Toll Increases. See LITIGATION – Challenges to SB 595 and RM3.”

⁽³⁾ The Pro Forma Bridge Toll Revenues assume no growth for FYE 2024 and grow at a rate of 0.50% for each fiscal year thereafter. See “THE BRIDGE SYSTEM – Bridge Traffic” herein.

⁽⁴⁾ Other Revenues include revenues from toll violations and reimbursements for costs related to CSC operations and FasTrak from other agencies. As presented in this table, violation revenues are assumed to stay constant while reimbursements are expected to increase at the same growth rate as Bridge Toll Revenues. See “THE BRIDGE SYSTEM – Bridge Toll Collections – Toll Violators” with respect to changes to the Authority’s policies and procedures for imposing violation penalties. See also “THE BRIDGE SYSTEM – Bridge Toll Collections – FasTrak Regional Customer Service Center” and “THE BRIDGE SYSTEM – Bridge 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 assumptions, which range from 1.75% to 2.50% 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. Due to sequestration, the U.S. Treasury Department has announced a decrease in Build America Bonds subsidy amounts by 5.7% in federal fiscal year 2021 through federal fiscal year 2030. 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⁾ Reflects the actual interest rates for outstanding fixed rate Subordinate Bonds. Due to sequestration, the U.S. Treasury Department has announced a decrease in Build America Bonds subsidy amounts by 5.7% in federal fiscal year 2021 through federal fiscal year 2030. 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.

⁽⁷⁾ The pro forma maintenance and operating expenses shown reflect the net operating and maintenance expenses incurred by the Authority. See “THE BRIDGE SYSTEM – Bridge System Operations and Maintenance.”

Source: The Authority.

The levels of traffic assumed, estimated toll revenue, estimated additional bonds debt service and estimated maintenance and operations expenses 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 pro forma levels set forth in the above table. Actual interest earnings, debt service interest rates, interest subsidy payments, swap revenues and maintenance and operations expenses could also differ materially from the pro forma.

The interest earnings shown in the table above are calculated assuming that the Authority's investment rate assumptions, which range from [___]% to [___]%, 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 estimated to include all Maintenance and Operation Expenses as defined in the Senior and Subordinate Indentures, 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 Senior and Subordinate Indentures. 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.

LITIGATION

[SUBJECT TO ONGOING REVIEW & UPDATES]

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 [2023/2024] 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 [2023/2024] 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 [2023/2024] 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 [TO BE FURTHER UPDATED]

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 sought, 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, now represented by 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 (the “*Jarvis Decision*”). On August 10, 2020, the Howard Jarvis Taxpayers Association petitioned the California Supreme Court for review of the *Jarvis Decision*. 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 had declined to follow in the *Jarvis Decision*. The California Supreme Court issued its opinion in *Zolly* on August 11, 2022 and, on January 25, 2023, dismissed its review of the *Jarvis Decision*.

[In December 2018, the Authority adopted to Resolution No. 129, which directed the establishment of an escrow account (the “SB 595 Escrow Account”) 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. As of the date of this Official Statement, the Authority has continued to deposit the SB 595 Toll Increases, including revenues relating to the \$1.00 increase in 2019 and the \$1.00 increase in 2022, in the SB 595 Escrow Account pending further action by the BATA Board. As of [____], 20[22/23], there was approximately \$[____] million (unaudited) 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

[SUBJECT TO REVIEW AND UPDATE] 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 collection system on the Golden Gate Bridge. The AET Lawsuits did 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 PII Lawsuits seek actual damages, statutory penalties, attorneys’ fees 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 [2023/2024] Series Bonds.

LEGISLATION, INITIATIVE AND REFERENDA MATTERS

[SUBJECT TO REVIEW AND UPDATE]

From time to time, bills are introduced in the State Legislature that may impact the Authority. The State Legislature convened December 5, 2022 for its 2022-2023 session (the “2023 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 2023 Legislative Session and what impact they might have on the Authority.]

Under the State Constitution, the voters of the State have the ability to initiate legislation and require a public vote on legislation passed by the State Legislature through the powers of initiative and referendum, respectively. [The Authority is unable to predict whether any such initiatives might be submitted to or approved by the voters, the nature of such initiatives, or their potential impact on the Authority or related entities.]

In addition, the Authority is subject to various laws, rules and regulations adopted by the local, State and federal governments and their agencies. The Authority is unable to predict the adoption or amendment of any such laws, rules or regulations, or their effect on the operations or financial condition of the Authority.

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APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE

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APPENDIX C

**DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE
SUBORDINATE INDENTURE**

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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 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.”

1. DTC will act as securities depository for the [202_ Series ___ Bonds]. The [202_ 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 [202_ Series Series Bond] certificate will be issued for each maturity of each Series of the [202_ Series ___ Bonds], in the aggregate principal amount of such maturity of the [202_ 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 [202_ Series ___ Bonds] under the DTC system must be made by or through Direct Participants, which will receive a credit for the [202_ Series ___ Bonds] on DTC’s records. The ownership interest of each actual purchaser of each [202_ Series 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 [202_ 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 [202_ Series ___ Bonds], except in the event that use of the book-entry system for the [202_ Series ___ Bonds] is discontinued.

4. To facilitate subsequent transfers, all [202_ 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 [202_ Series ___ Bonds] with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the [202_ Series ___ Bonds]; DTC's records reflect only the identity of the Direct Participants to whose accounts such [202_ 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, the Senior Indenture Trustee and the Subordinate 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 [202_ Series ___ Bonds].

6. Redemption notices shall be sent to DTC. If less than all of the [202_ 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 [202_ 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 [202_ 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 [202_ 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, the Senior Indenture Trustee or the Subordinate 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, the Subordinate 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, the Senior Indenture Trustee or the Subordinate 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. A Beneficial Owner shall give notice to elect to have its [202_ Series ___ Bonds] purchased or tendered, through its Participant, to Remarketing Agent, and shall effect delivery of such [202_ Series ___ Bonds] by causing the Direct Participant to transfer the Participant's interest in the [202_ Series ___ Bonds], on DTC's records, to Remarketing Agent. The requirement for physical delivery of [202_ Series ___ Bonds] in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the [202_ Series ___ Bonds] are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered [202_ Series ___ Bonds] to Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the [202_ Series ___ Bonds] at any time by giving reasonable notice to the Authority or the Senior Indenture Trustee or the Subordinate Indenture Trustee, as applicable. Under such circumstances, in the event that a successor depository is not obtained, [202_ Series ___ Bonds] are required to be printed and delivered.

11. 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, [202_ 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 [202_ Series ___ Bonds], AS NOMINEE OF DTC, REFERENCES HEREIN TO THE REGISTERED HOLDERS OF THE [202_ Series ___ Bonds] SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE [202_ 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 [202_ 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 [202_ 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 [202_ Series ___ Bonds] TO BE REDEEMED IN THE EVENT OF REDEMPTION OF LESS THAN ALL [202_ 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 [202_ 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 [202_ 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 THIS OFFICIAL STATEMENT.

In the event the Authority or the Senior Indenture Trustee or Subordinate Indenture Trustee, as applicable, determines not to continue the book-entry system or DTC determines to discontinue its services with respect to the [202_ Series ___ Bonds], and the Authority does not select another qualified securities depository, the Authority shall deliver one or more [202_ 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 [202_ Series ___ Bonds] will be governed by the provisions of the Senior Indenture or Subordinate Indenture, as applicable.

APPENDIX E

PROPOSED FORM OF OPINION OF BOND COUNSEL

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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 [202_ Series ___ Bonds] and the refunding of the Refunded Bonds.

Fiscal Year Ending (June 30)	Outstanding Senior Debt Service	Outstanding Subordinate Debt Service	Outstanding Total Debt Service
2023	\$	\$	\$
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055		-	
2056		-	
TOTAL	\$	\$	\$

⁽¹⁾ **[TO BE UPDATED]** Reflects actual interest rates for outstanding 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, 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. 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.

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APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT FOR [202_ SERIES __ BONDS]

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APPENDIX H

[TO BE INCLUDED FOR TAXABLE DEALS SOLD OVERSEAS]

[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 depository 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

202_ 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 202_ 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 202_ Series ___ Bonds; however, holders of book-entry interests in the 202_ 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 202_ Series ___ Bonds will be in uncertified book-entry form. Purchasers electing to hold book-entry interests in the 202_ Series ___ Bonds through Euroclear and Clearstream Banking accounts will follow the settlement procedures applicable to conventional Eurobonds. Book-entry interests in the 202_ 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 202_ Series ___ Bonds against payment (value as on the date of delivery of the 202_ Series ___ Bonds). DTC participants acting on behalf of purchasers electing to hold book-entry interests in the 202_ 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 202_ Series ___ Bonds following confirmation of receipt of payment to the Authority on the date of delivery of the 202_ Series ___ Bonds.

Secondary Market Trading

Secondary market trades in the 202_ 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 202_ 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 202_ Series ___ Bonds may be transferred within DTC in accordance with procedures established for this purpose by DTC. Transfer of book-entry interests in the 202_ 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.]

**FORM OF DEALER MANAGER AGREEMENT – SUBJECT TO NEGOTIATION AND
REVIEW BY ALL PARTIES***

[Date], 20__

Bay Area Toll Authority
375 Beale Street
Suite 800
San Francisco, California 94105-2066

Ladies and Gentlemen:

The Bay Area Toll Authority (the “Authority”) plans to commence an Offer to Tender [or Exchange] Certain Obligations, dated [Date], 202_ (the “Invitation”), attached hereto as Attachment A, whereby the Authority will offer to beneficial owners (the “holders”) of certain of the Authority’s outstanding Toll Bridge Revenue Bonds described in the Invitation (the “Target Obligations”) (i) to purchase for cash the Target Obligations (the “Tender Offer”), such purchase for cash to be funded with proceeds of the Authority’s San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Federally Taxable)] (the “202_ Series ___ Bonds”)] [or (ii) to accept Target Obligations in exchange (the “Exchange Offer”) for a specified amount of the Authority’s San Francisco Bay Area [Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Federally Taxable)] (the “202_ Series ___ Bonds”)] ,” and collectively with the 202_ Series ___ Bonds, the “202_ Series ___ Bonds”]]], all upon the terms and subject to the conditions set forth in the Invitation. The date upon which the Invitation is commenced by the Authority is herein referred to as the “Launch Date”. This dealer manager agreement (this “Agreement”) will confirm the understanding among the Authority and _____ (“_____”) and _____ (“_____”) pursuant to which the Authority has retained _____ and _____ to act as the exclusive dealer managers (collectively, the “Dealer Managers”), on the terms and subject to the conditions set forth herein, in connection with the proposed Tender Offer [and Exchange Offer].

On or prior to the Launch Date, the Authority shall furnish the Dealer Managers the Preliminary Official Statement of the Authority dated [_____] attached to the Invitation (as amended or supplemented, the “Preliminary Official Statement”) relating to the 202_ Series ___ Bonds for use in connection with the Invitation. The Preliminary Official Statement, together with any other offering materials and information relating to the Invitation furnished to holders of the Target Obligations [(including, any advertisements, press releases or summaries relating to the Invitation and any forms of letters to brokers, securities dealers, commercial banks, trust companies and other nominees relating to the Invitation)], that the Authority may prepare [or cause to be prepared or approved], including any amendments or supplements thereto, as of the Launch Date (the “Holder Communications”), and the Invitation, are collectively referred to herein as the

* This Form of Dealer Manager Agreement is not final and remains subject to ongoing review and update at the time of each BATA bond offering. The Authority has authorized updates to the Dealer Manager Agreement as necessary in connection with the Tender/Exchange of Bonds under the terms of the Resolution.

“[Tender/Exchange] Documents”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Preliminary Official Statement.

The Authority has caused a complete and correct copy of the [Tender/Exchange] Documents to be prepared and furnished to the Dealer Managers on or prior to the Launch Date. [The [Tender/Exchange] Documents have been prepared and approved by the Authority, and the Dealer Managers are authorized to use the [Tender/Exchange] Documents delivered on or prior to the date hereof in connection with the Tender Offer [and the Exchange Offer] in the manner contemplated by the [Tender/Exchange] Documents along with the final Official Statement (as amended or supplemented, the “Official Statement”) relating to the 202_ Series __ Bonds and such other offering materials and information that the Authority may approve in writing for use subsequent to the date hereof in connection with the Tender Offer [and the Exchange Offer] (together with any and all information and documents incorporated by reference therein, collectively, the “Additional Material”).]

[In connection with the Invitation, the Authority will deliver 202_ Series __ Bonds in exchange for Target Obligations tendered for exchange and will purchase Target Obligations tendered for purchase with the proceeds of the Authority’s Series 202_ Series __ Bonds. The exchange of any Target Obligations tendered for exchange pursuant to the Exchange Offer is contingent upon the issuance of the 202_ Series __ Bonds.] The purchase of any Target Obligations tendered for purchase pursuant to the Tender Offer is contingent upon the issuance of the 202_ Series __ Bonds. The 202_ Series __ Bonds shall be issued and secured under the provisions of, the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the “Senior Indenture”), between the Authority and U.S. Bank national Association, as successor trustee] [Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the “Subordinate Indenture”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Subordinate Indenture Trustee”)]. The date on which Target Obligations [are exchanged for 202_ Series __ Bonds pursuant to the Exchange Offer or] are purchased for cash pursuant to the Tender Offer is referred to herein as the “Settlement Date”.]

SECTION 1. *Engagement.* Subject to the terms and conditions set forth herein:

(a) The Authority hereby retains the Dealer Managers, and subject to the terms and conditions hereof, the Dealer Managers agree to act, as the exclusive dealer managers to the Authority in connection with the Invitation until the Settlement Date or earlier termination of this Agreement pursuant to Section 3 hereof. As more particularly described herein, the Dealer Managers will [assist] the Authority and its legal and financial advisors with respect to the terms and timing of the Invitation.

(b) The Authority acknowledges and agrees that the Dealer Managers have been retained solely to provide the services set forth in this Agreement. The Authority also acknowledges and agrees that the Dealer Managers shall each act as an independent contractor, on an arms-length basis under this Agreement with duties solely to the Authority, and not as a financial advisor (including a municipal advisor as defined in Section 975(c) of the Dodd Frank

Wall Street Reform and Consumer Protection Act) and that nothing contained herein or the nature of the Dealer Managers' services hereunder is intended to create or shall be construed as creating an agency or fiduciary relationship between a Dealer Manager (or any of its affiliates) and the Authority (or its security holders, directors, officers, employees or creditors) or any other person. The Authority further acknowledges and agrees that (i) neither _____ or _____ shall be deemed to act as a partner, joint venturer or agent of, or a member of a syndicate with, the Authority (except that in any jurisdiction in which the Invitation is required to be made by a registered licensed broker or dealer, it shall be deemed made by the Dealer Managers on behalf of the Authority), and the Authority shall not be deemed to act as the agent of - ____ or _____, and (ii) no securities broker, dealer, bank, trust company or nominee shall be deemed to act as the agent of _____ or _____ or as the agent of the Authority, and neither _____ nor _____ shall be deemed to act as the agent of any securities broker, dealer, bank, trust company or nominee. In connection with the transactions contemplated hereby and the process leading to such transactions, each of _____ and _____ is and has been acting solely as a principal and not the agent or fiduciary of the Authority or its security holders, directors, officers, employees, creditors or any other person. The Authority acknowledges and agrees that none of _____ or _____, their respective affiliates and their respective officers, directors, employees, agents and controlling persons shall have any liability in tort, contract or otherwise to the Authority for any act or omission on the part of any securities broker, dealer, bank, trust company or nominee or any other person other than _____ or _____.

(c) Accordingly, the Authority expressly disclaims any agency or fiduciary relationship with _____ and _____ hereunder. The Authority understands that _____ and _____ and their respective affiliates are not providing (nor is the Authority relying on _____ or _____ or their respective affiliates for) tax, regulatory, legal or accounting advice. The rights and obligations the Authority may have to _____ or _____ or their respective affiliates under any credit or other agreement are separate from the Authority's rights and obligations under this Agreement and will not be affected in any way by this Agreement. _____ and _____ may, to the extent it deems appropriate, retain the services of any of its affiliates to assist _____ or _____ in providing its services hereunder and share with any such affiliates any information made available by or on behalf of the Authority. In connection with the Invitation, the Authority has consulted its own municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(d) The Authority acknowledges that _____ and _____ and their respective affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of _____' and _____'s business, _____ or _____ or their respective affiliates (i) may at any time hold long or short positions, and may trade or otherwise effect transactions, for _____' or _____'s own account or the accounts of its customers, in debt securities of the Authority (including the Target Obligations) and may tender and/or exchange such Target Obligations in accordance with the Tender Offer and/or Exchange Offer and (ii) may at any time be providing or arranging financing and other financial services to companies or entities that may be involved in a competing transaction.

(e) The Dealer Managers agree, in accordance with their customary practice and consistent with industry practice and in accordance with the terms of the Invitation, to perform those services in connection with the Invitation as are customarily performed by dealer managers

in connection with similar transactions of a like nature, including, without limitation, using reasonable efforts to solicit [exchanges or] tenders of Target Obligations pursuant to the Invitation, communicating generally regarding the Invitation with securities brokers, dealers, banks, trust companies and nominees and other holders of the Target Obligations, and participating in meetings with, furnishing information to, and assisting the Authority in negotiating with holders of the Target Obligations. In soliciting tenders of Target Obligations for purchase [or exchange], no securities broker or dealer (other than the Dealer Managers), commercial bank or trust company shall be deemed to act as the agent of either Dealer Manager or the agent of the Agency; and neither Dealer Manager shall be deemed the agent of the other Dealer Manager or any other securities broker or dealer or of any commercial bank or trust company. The Authority further understands and agrees that each Dealer Manager shall provide its services hereunder independently from the other Dealer Manager and that neither Dealer Manager will rely upon any services or work performed by the other Dealer Manager. Accordingly, the Authority agrees that neither Dealer Manager shall have any liability to the Authority or any other party for any actions or omissions of the other Dealer Manager. The Authority shall have sole authority for the acceptance or rejection of any and all tenders of Bonds for purchase [or exchange].

(f) The Authority has selected [_____] to act as an information agent (the “Information Agent”) in connection with the Invitation and as such to advise the Dealer Managers as to such matters relating to the Invitation as the Dealer Managers may reasonably request. In addition, the Authority hereby authorizes the Dealer Managers to communicate with the Information Agent with respect to matters relating to the Invitation. The Authority has instructed or will instruct the Information Agent to advise the Dealer Managers at least daily in writing as to the principal amount of the Target Obligations tendered and not validly withdrawn pursuant to the Invitation prior to the Expiration Date(s) (as defined in the Invitation) set forth in the Invitation and such other matters in connection with the Invitation as the Dealer Managers may request.

(g) The Authority, with the assistance of the Information Agent, shall cause to be delivered to the holders of the Target Obligations and to each participant in the Depository Trust Company (“DTC”) appearing in the most recent available DTC securities listing as a holder of the Target Obligations as soon as practicable, by hand, by overnight courier or electronic means, by another means of expedited delivery copies of the [Tender/Exchange] Documents. Thereafter, to the extent practicable, until the Expiration Date(s) of the Invitation, the Authority shall use reasonable efforts to cause copies of such materials to be sent to each person who becomes a holder or beneficial owner of the Target Obligations. In addition, the Authority shall update such information from time to time during the term of this Agreement as reasonably requested by the Dealer Managers and to the extent such information is reasonably available to the Authority within the time constraints specified.

(h) The Authority authorizes the Dealer Managers to use the [Tender/Exchange] Documents and any Additional Material in connection with the Tender Offer [and Exchange Offer] and for such period of time as any materials are required by law to be delivered in connection therewith. The Dealer Managers shall not have any obligation to cause any [Tender/Exchange] Documents or Additional Material to be transmitted generally to the holders of the Target Obligations.

(i) The Authority agrees to cause the Preliminary Official Statement and the other [Tender/Exchange] Documents to be filed with the Electronic Municipal Market Access system (“EMMA”) maintained by the Municipal Securities Rulemaking Board (“MSRB”) on or prior to the Launch Date and any Additional Materials to be filed with EMMA when issued and delivered by the Authority. The Authority represents and warrants that the Preliminary Official Statement has been deemed final as of its date, except for the omission of not more than the information permitted by Rule 15c2-12 (the “Rule”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Authority will deliver to the Dealer Managers the Official Statement and cause the Official Statement to be filed on EMMA.

(j) The Authority agrees to advise the Dealer Managers promptly of the occurrence of (i) any event which, in the reasonable judgment of the Authority or its counsel, could cause or require the Authority to withdraw, rescind or modify the [Tender/Exchange] Documents or any Additional Material, (ii) any proposal by the Authority or requirement to make, amend or supplement any Tender/Exchange Documents or any Additional Material or (iii) any material developments in connection with the Tender Offer [Exchange Offer] including, without limitation, the commencement of any lawsuit concerning or related to the Tender Offer [or Exchange Offer]. In addition, if any event occurs as a result of which it shall be necessary to amend or supplement any [Tender/Exchange] Documents or any Additional Material in order to correct any untrue statement of a material fact contained therein or omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall, promptly upon becoming aware of any such event, advise the Dealer Managers of such event and, as promptly as practicable under the circumstances, prepare and furnish copies of such amendments or supplements of any such [Tender/Exchange] Documents or any Additional Material to the Dealer Managers, so that the statements in such [Tender/Exchange] Documents or Additional Material, as so amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Authority agrees to file or cause to be filed with EMMA any amendments or supplements of any [Tender/Exchange] Documents or any Additional Material.

(k) Except as otherwise required by law or regulation, the Authority will not use or publish any material in connection with the Invitation, other than the [Tender/Exchange] Documents and any Additional Material approved in writing by the Dealer Managers, or refer to the Dealer Managers in any such material, without the prior written approval of the Dealer Managers, which in either instance shall not be unreasonably withheld. The Authority, upon receiving such written approval, will promptly furnish the Dealer Managers with as many copies of such approved materials as the Dealer Managers may reasonably request. The Authority will promptly inform the Dealer Managers of any litigation or administrative or similar proceeding of which it becomes aware which is initiated or threatened with respect to the Invitation. The Dealer Managers agree that they will not make any statements in connection with the Invitation other than the statements that are set forth in, or derived from, the [Tender/Exchange] Documents or Additional Material without the prior written consent of the Authority.

(l) The Authority agrees to pay promptly, in accordance with the terms of the [Tender/Exchange] Documents, the applicable purchase price for the Target Obligations to the holders entitled thereto; provided, however, that the source of payment therefor is solely from the

proceeds of the 202_ Series ___ Bonds [and from other available moneys of the Authority with respect to the payment of accrued interest]. The Authority agrees not to purchase [or exchange] any Target Obligations during the term of this Agreement except pursuant to and in accordance with the Invitation or as otherwise agreed in writing by the parties hereto and permitted under applicable laws and regulations.

(m) The Authority acknowledges that in providing advice to the Authority in connection with the Tender Offer [and the Exchange Offer] as contemplated hereby, the Dealer Managers are relying on the independent registered municipal advisor exemption to the Securities and Exchange Commission's Municipal Advisor Rule. The Authority is represented by PFM Financial Advisors, LLC as its independent registered municipal advisor and has relied on the advice of Public Financial Management, Inc. with respect to the Tender Offer [and Exchange Offer].

SECTION 2. *Compensation and Expenses.*

(a) The Authority shall pay to Dealer Managers, as compensation for services as Dealer Manager, a fee of \$_____ for each \$[1,000] principal amount of Target Obligations tendered and purchased [or \$_____ for each \$[1,000] principal amount of Target Obligations exchanged by the Authority] pursuant to the Invitation. Of such fee, [___%] shall be paid to _____ and [___%] to _____. [The Dealer Managers' fee and reasonable expenses will be paid from the proceeds of the 202_ Series ___ Bonds issued by the Authority to fund the Invitation.

(b) Whether or not any of the Target Obligations are tendered [or exchanged] pursuant to the Invitation, the Authority shall pay all reasonable expenses incurred in connection with the Invitation, including, without limitation, all fees and expenses relating to preparation, printing, mailing, and publishing of the [Tender/Exchange] Documents and any Additional Materials, and all amounts payable to securities dealers (including the Dealer Managers), brokers, banks, trust companies, and nominees as reimbursements of their customary mailing and handling expenses incurred in forwarding the [Tender/Exchange] Documents and any Additional Materials to their customers, all fees and expenses of DTC, and of any forwarding agent, all advertising charges and all other expenses of the Authority in connection with the Invitation and shall reimburse the Dealer Managers for all reasonable out-of-pocket expenses incurred by the Dealer Managers in connection with their services as Dealer Managers under this Agreement, including the reasonable fees and disbursements of counsel to the Dealer Managers, Nixon Peabody LLP. This Section 2(b) shall survive the termination of this Agreement (other than pursuant to Section 3(b)(ii).

SECTION 3. *Termination; Withdrawal.*

(a) Subject to Section 7 hereof, this Agreement shall terminate upon the earliest to occur of (i) the termination, withdrawal or cancellation of the Invitation, (ii) the close of business on the Settlement Date, (iii) the withdrawal by _____ and _____ as the Dealer Managers pursuant to Section 3(c) hereof, and (iv) the date that is ___ months from the date hereof.

(b) Subject to Section 7 hereof, this Agreement may be terminated by the Authority, at any time upon notice to the Dealer Managers, if (i) at any time prior to the Settlement Date, the Invitation is terminated or withdrawn by the Authority for any reason, or (ii) the Dealer Managers

do not comply in any material respect with any covenant in Section 1 in the reasonable opinion of the Authority.

(c) Subject to Section 7 hereof, this Agreement shall be subject to termination in the absolute discretion of the Dealer Managers without any liability or penalty to the Dealer Managers or any other Dealer Manager-Related Person (as defined in Annex A hereto), at any time upon notice to the Authority, if (i) at any time prior to the Settlement Date, the Invitation is terminated or withdrawn by the Authority for any reason other than as provided in Section 3(b)(ii) above, or any stop order, restraining order, injunction or denial of an application for approval has been issued and not thereafter stayed or vacated, or any proceeding, litigation or investigation has been initiated, with respect to or otherwise affecting the Invitation or any other action or transaction contemplated by the [Tender/Exchange] Documents or this Agreement, which the [Dealer Managers] believe renders it inadvisable for the Dealer Managers to continue to act hereunder, then in any such case the Dealer Managers shall be entitled to withdraw as Dealer Manager without any liability or penalty to it or any other Dealer Manager-Related Person and without loss of any right to reimbursement for its expenses, fees and costs pursuant to Section 2 hereof, (ii) the Authority shall have breached in any material respects any representation, warranty or covenant contained herein (including, but not limited to, the conditions set forth in Section 4 hereof), or (iii) the Authority shall publish, send or otherwise distribute any amendment or supplement to the [Tender/Exchange] Documents or any Additional Material to which Dealer Managers shall reasonably object in writing to the Authority.

(d) Notwithstanding the foregoing, if this Agreement is terminated pursuant to Section 3(b)(i) only, at any time prior to the consummation of the transactions contemplated by the [Tender/Exchange] Documents, the Dealer Managers will be entitled to their full fees described in Section 2 in the event that, at any time prior to 12 months from any such termination by the Authority, the Authority consummates an offer or offers or consent solicitations in a form similar to the Invitation with respect to the Target Obligations in a transaction or series of transactions in which _____ or _____ did not act as dealer manager or solicitation agent to the Authority.

(e) If this Agreement is terminated in accordance with Section 3(b)(i), the Authority will reimburse the Dealer Managers for their expenses, fees and costs pursuant to Section 2 hereof through the date of such termination promptly after such date.

SECTION 4. *Representations and Warranties by the Authority.* The Authority represents and warrants to the Dealer Managers, as of the date hereof, as of each date that any [Tender/Exchange] Documents are published, sent, given or otherwise distributed, throughout the continuance of the Invitation, and as of the Settlement Date that:

(a) The Authority is a public entity duly established and existing pursuant to Chapters 4, 4.3 and 4.5 of Division 17 of the Streets and Highways Code of the State of California (commencing with Section 30950 et seq.) (the "Act"), organized and operating pursuant to the laws of the State of California and has the power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transactions of any material portion of its business (as now

conducted and as currently contemplated to be conducted) makes such qualification necessary. The Authority has no subsidiaries or affiliates.

(b) The Authority has full legal right, power and authority to execute and deliver this Agreement, and to perform all its obligations hereunder and to make and consummate the Invitation in accordance with its terms.

(c) The Authority has taken all necessary official action to authorize the making and consummation of the Invitation (including authorizing any provisions for the payment from proceeds of the 202_ Series ___ Bonds by the Authority for Target Obligations tendered for purchase [and for the issuance and delivery by the Authority of the 202_ Series ___ Bonds in exchange for Target Obligations tendered for exchange]) and the execution, delivery, and performance by the Authority of this Agreement; and this Agreement has been duly executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Dealer Managers, this Agreement constitutes a legal, valid and binding contractual obligation of the Authority, enforceable against the Authority in accordance with its terms, except as the binding effect and enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other applicable laws in effect from time to time affecting the rights of creditors generally and except to the extent that the enforceability thereof may be limited by the application of general principles of equity, judicial discretion and the limitation on legal remedies against public entities in California.

(d) The [Tender/Exchange] Documents comply and (as amended or supplemented, if amended or supplemented) will comply in all material respects with all applicable requirements of the federal securities laws; and the [Tender/Exchange] Documents [and the Additional Material] do not and (as amended or supplemented, if amended or supplemented) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(e) Except as otherwise disclosed in the [Tender/Exchange] Documents (exclusive of any amendment or supplement thereto), subsequent to the respective dates as of which information is given in the [Tender/Exchange] Documents (exclusive of any amendment or supplement thereto): (i) there has been no material adverse change, or any development that would reasonably be expected to result in a material adverse change, in financial condition, or in the earnings, management, business, operations, whether or not arising from transactions in the ordinary course of operations, of the Authority in the reasonable opinion of the Dealer Managers (any such change is called a “Material Adverse Change”); and (ii) the Authority has not incurred any material liability or obligation, indirect, direct or contingent, nor entered into any material transaction or agreement other than the issuance of the 202_ Series ___ Bonds.

(f) The making and consummation of the Invitation (including any provisions for the payment by the Authority from proceeds of the 202_ Series ___ Bonds or other available funds for the Authority for Target Obligations tendered for purchase [or for the issuance and delivery by the Authority of 202_ Series ___ Bonds in exchange for Target Obligations tendered for exchange]), the execution, delivery and performance by the Authority of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) conflict with, or result in the

acceleration of any obligation under or in a breach of, or constitute a default under, any of the provisions of the Senior Indenture or the Subordinate Indenture or any indenture, agreement or undertaking to which the Authority is a party or by which it is bound or to which any of its property or assets is subject, (ii) result in any violation of laws of the State of California, including but not limited to the Act, as amended, or (iii) contravene any federal or state law, rule or regulation applicable to the Authority, or any order applicable to the Authority of any court or of any other governmental agency or instrumentality having jurisdiction over it or any of its property.

(g) Except as otherwise disclosed in writing or in the [Tender/Exchange] Documents, there are no legal or governmental actions, suits or proceedings pending or, to the best of the Authority's knowledge, threatened against or affecting the Authority which action, suit or proceeding, if determined adversely to the Authority, would result in a Material Adverse Change or adversely affect the making or consummation of the Invitation, the acquisition, [cancellation or exchange] of Target Obligations or the other transactions contemplated by the [Tender/Exchange] Documents.

(h) No consent, approval, authorization or order of, or registration, qualification or filing with, any court or regulatory agency or other governmental agency or instrumentality is required in connection with the making and consummation of the Invitation (including any provisions for the payment by the Authority for Target Obligations tendered for purchase [or for the issuance and delivery by the Authority of the 202_ Series ___ Bonds in exchange for Target Obligations tendered for exchange]), the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

(i) Subject to the successful sale and closing of the 202_ Series ___ Bonds, the Authority has or will have available funds, and is authorized to use such funds under applicable law, to pay the full purchase price of the Target Obligations tendered for purchase that it may become committed to purchase pursuant to the Invitation and all related fees and expenses, and will have available for delivery[, and is authorized to issue and deliver the 202_ Series ___ Bonds in exchange for Target Obligations that it may become committed to exchange pursuant to the Invitation]; and the 202_ Series ___ Bonds when issued, authenticated and delivered [in exchange for Target Obligations or] to fund the purchase of the Target Obligations will be valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of the [Senior Indenture/Subordinate Indenture].

(j) [The representations and warranties of the Authority with respect to the 202_ Series ___ Bonds set forth in any purchase contract executed by the Authority with the underwriters of 202_ Series ___ Bonds to be sold in a public offering thereof (the "Purchase Contract") are hereby incorporated into this Agreement and made to the Dealer Managers with respect to the 202_ Series ___ Bonds.]

(k) The Authority has [made or] caused to be made appropriate arrangements with DTC to allow for the book-entry movement of tendered [or exchanged] Target Obligations between depository participants and DTC during the Tender Offer [and Exchange Offer].

(l) The representations and warranties set forth in this Section 4 (as of the respective dates on which they are made in accordance with this Section 4) shall remain operative and in full

force and effect regardless of (i) any investigation made by or on behalf of any Dealer Manager indemnified person (as defined in Annex A attached hereto) or (ii) any termination, expiration or cancellation of this Agreement.

SECTION 5. *Conditions and Obligations.* The obligation of each Dealer Manager to act as a Dealer Manager hereunder shall at all times be subject, in its discretion, to the conditions that:

(a) All representations and warranties of the Authority contained herein or in any certificate or writing delivered hereunder at all times during the Invitation and at all times at or prior to the Settlement Date, shall be true and correct.

(b) The Authority at all times during the Invitation and at all times at or prior to the Settlement Date shall have performed all of its obligations hereunder required as of such time to have been performed by it.

(c) The Dealer Managers shall have received opinions, dated as of the Launch Date and as of the Settlement Date, substantially in the forms attached hereto as Exhibit A-1 and Exhibit A-2, respectively.

(d) As of the Launch Date and as of the Settlement Date, the Dealer Managers shall have received the opinion of Nixon Peabody LLP, counsel to the Dealer Managers, (i) to the effect that the Invitation, and the actions of the Authority in connection with the Invitation as specifically set forth in the [Tender/Exchange] Documents, are exempt from the provisions of Section 14(d) of the Exchange Act, Regulation 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder, and (ii) negative assurance on the [Tender/Exchange] Documents.

(e) The Authority shall furnish or cause to be furnished to the Dealer Managers the following documents: (i) an opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), dated the Launch Date, covering the matters set forth in Exhibit B hereto, [and (ii) with respect to any 202_ Series ___ Bonds delivered by the Authority, (x) the approving opinion, dated the Settlement Date and addressed to the Authority, of Bond Counsel, in substantially the form included as [Appendix ___] to the Preliminary Official Statement; and (y) the legal opinions, certificates, instruments and other documents delivered under the Purchase Contract to the underwriters for the publicly offered 202_ Series ___ Bonds, or, in the event that a Purchase Contract is not then executed, in the forms set forth in the form of the Purchase Contract approved by the Authority.]

(g) At the Settlement Date, there shall have been delivered to the Dealer Managers, on behalf of the Authority, a certificate of the Chief Financial Officer of the Authority, dated the Settlement Date, and stating that the representations and warranties set forth in Section 4 hereof are true and accurate as if made on such Settlement Date.

(h) The Authority shall have advised the Dealer Managers promptly of (i) the occurrence of any event (other than one expressly contemplated by the terms of the Invitation), which could cause the Authority to withdraw, rescind or terminate the Invitation or would permit the Authority to exercise any right not to purchase [or exchange] Target Obligations tendered [or exchanged] under the Invitation, (ii) the occurrence of any event, or the discovery of any fact, the

occurrence or existence of which it believes would make it necessary or advisable to make any change in the [Tender/Exchange] Documents [or any Additional Materials] being used or would cause any representation or warranty contained in this Agreement to be untrue or inaccurate, (iii) any proposal by the Authority or requirement to make, amend or supplement any [Tender/Exchange] Document [or any Additional Material] pursuant to any applicable law, rule or regulation, (iv) its awareness of the issuance by any regulatory authority of any comment or order or the taking of any other action concerning the Invitation (and, if in writing, will have furnished the Dealer Managers with a copy thereof), (v) its awareness of any material developments in connection with the Invitation or the financing thereof, including, without limitation, the commencement of any lawsuit relating to the Invitation and (vi) any other information relating to the Invitation, the [Tender/Exchange] Documents, [any Additional Material] or this Agreement which the Dealer Managers may from time to time reasonably request.

SECTION 6. *Indemnification.* In consideration of the engagement hereunder, the Authority shall indemnify and hold the Dealer Managers harmless to the extent set forth in Annex A hereto, which provisions are incorporated by reference herein and constitute a part hereof. Annex A hereto is an integral part of this Agreement and shall survive any termination, expiration or cancellation of this Agreement.

SECTION 7. *Survival.* This Section 7 and Sections 2, 6, 8, 9, 10, 11, 12 and 14 hereof and Annex A hereto and the representations and warranties of the Authority set forth in Section 4 hereof shall survive any failure by the Authority to commence, or termination, expiration or cancellation of this Agreement, any completion of the engagement provided for by this Agreement or any investigation made on behalf of the Authority, the Dealer Managers or any Dealer Manager-Related Person (as defined in Annex A hereto) and shall survive the termination of the Invitation.

SECTION 8. *Governing Law.* [THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA].

SECTION 9. *Submission to Jurisdiction.* EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE AGAINST THE ANOTHER PARTY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER

JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

SECTION 10. *Waiver of Venue.* EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT IN ANY COURT REFERRED TO IN SECTION 9 OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

SECTION 11. *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 13 OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

SECTION 12. *Waiver of Jury Trial.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 13. *Notices.* Except as otherwise expressly provided in this Agreement, whenever notice is required by the provisions of this Agreement to be given, such notice shall be in writing addressed as follows and effective when received:

If to the Authority:

Bay Area Toll Authority
375 Beale Street
Suite 800
San Francisco, California 94105-2066

Each Dealer Manager at:

[_____]

[_____]

SECTION 14. *Advertisements.* The Authority agrees that the Dealer Managers shall have the right to place advertisements in financial and other newspapers and journals at their own expense describing their services to the Authority hereunder, subject to the Authority's prior approval, which approval shall not be unreasonably withheld or delayed.

SECTION 15. *Miscellaneous.*

(a) This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This Agreement may not be amended or modified except by a writing executed by each of the parties hereto. Section headings herein are for convenience only and are not a part of this Agreement.

(b) This Agreement is solely for the benefit of the Authority, the Dealer Managers, the Dealer Manager-Related Persons, and their respective successors, heirs and assigns, and no other person shall acquire or have any rights under or by virtue of this Agreement.

(c) The Dealer Managers may share any information or matters relating to the Authority, the Invitation and the transactions contemplated hereby with their respective affiliates and such affiliates may likewise share information relating to the Authority with the Dealer Managers.

(d) If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants, and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Authority and the Dealer Managers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

(e) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to the Dealer Managers the enclosed duplicate originals hereof, whereupon this letter shall become a binding agreement between us.

Acknowledged and Agreed to:

Dealer Manager: _____

By: _____

Its: _____

Dealer Manager: _____

By: _____

Its: _____

By:
Authorized Signatory
Accepted and agreed to as
of the date first written above:

BAY AREA TOLL AUTHORITY

By: _____

Name:

Title:

[Signature Page to Dealer Manager Agreement]

DRAFT

To Dealer Manager Agreement,
dated [Date], 202__ (the “Agreement”), among
[Dealer Manager], [Dealer Manager] and
Bay Area Toll Authority (the “Authority”)

[ANNEX A UNDER NEGOTIATION AND REVIEW BY ALL PARTIES]

Section 1. *Indemnification of the Dealer Managers.* To the extent allowed by California law, the Authority shall indemnify and hold harmless the Dealer Managers, their respective affiliates and their respective officers, directors, employees, agents and controlling persons (each, a “Dealer Manager-Related Person”) from and against any and all losses, claims, damages, liabilities and expenses (collectively, “Liabilities”) to which any such Dealer Manager-Related Person may become subject under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Authority), insofar as such Liability or actions, claims, litigation, investigations (including, without limitation, any governmental or regulatory investigations) or proceedings in respect thereof as contemplated below (each, a “Proceeding” and collectively, “Proceedings”) arising out of or based upon (a) any untrue statement or alleged untrue statement of a material fact contained in the [Tender/Exchange] Documents [and any Additional Material] or in any amendment or supplement to any of the foregoing, or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (b) any breach by the Authority of any representation or warranty or [failure to comply with any of the agreements set forth in the Agreement, (c) in whole or in part upon] any failure of the Authority to perform its obligations hereunder or under law[, or (d) any act or failure to act or any alleged act or failure to act by the Dealer Managers in connection with, or relating in any manner to, the transactions contemplated by the [Tender/Exchange] Documents and any Additional Material or in any amendment or supplement to any of the foregoing, and which is included as part of or referred to in Liability or Proceeding arising out of or based upon any matter covered by clause (a) above, *provided* that the Authority shall not be liable under this clause (d) to the extent, but only to the extent, that a court of competent jurisdiction shall have determined by a final judgment that Liability or Proceeding resulted directly from any such acts or failures to act undertaken or omitted to be taken by a Dealer Manager through its gross negligence or willful misconduct; and to reimburse such Dealer Manager and each such director, officer, employee or controlling person for any and all expenses (including the fees and disbursements of counsel chosen by such Dealer Manager) as such expenses are reasonably incurred by such Dealer Manager or such director, officer, employee or controlling person in connection with investigating, defending, settling, compromising or paying any such Liability or Proceeding;] *provided, however*, that the foregoing indemnity agreement shall not apply to any Liability to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Authority by the Dealer Managers expressly for use in the [Tender/Exchange] Documents [and any Additional Material] or any amendment or supplement thereto (the “Dealer Manager Information”) [to the

extent described in the last sentence of Section 2 below]. The Authority also acknowledges and agrees that no Dealer Manager-Related Person shall have any Liability (whether direct or indirect, in contract, tort or otherwise) to the Authority or its affiliates or any other person for any act or omission on the part of any broker or dealer in securities or any commercial bank, company or other nominee or any other person, and that no Dealer Manager-Related Person shall have any Liability (whether direct or indirect, in contract, tort or otherwise) to the Authority, its affiliates or any other person for any Liabilities arising from or in connection with any act or omission in performing the Dealer Manager-Related Person's obligations hereunder or otherwise in connection with the Tender Offer [or Exchange Offer] or any other action contemplated in the [Tender/Exchange] Documents [and the Additional Material], in each case, except to the extent, but only to the extent, that any such Liabilities are finally determined by a court of competent jurisdiction to have resulted from the [gross] negligence or willful misconduct of such Dealer Manager-Related Person. The indemnity, reimbursement, contribution and hold harmless provisions in this Section 1 shall be in addition to any other liability that the Authority may otherwise have at common law or otherwise. The provisions of this Section 1 apply whether the Liabilities are incurred by, or the Proceeding is brought by, the Authority, any of the Authority's affiliates, any Dealer Manager-Related Person or any other person, whether or not a Dealer Manager-Related Person is a party to the Proceeding and whether or not any aspect of the obligations and the transactions contemplated by the [Tender/Exchange] Documents [and any Additional Material] are consummated.

Section 2. *Indemnification of the Authority.* To the [fullest] extent permitted by law, the Dealer Managers agree to indemnify and hold harmless the Authority, and each person, if any, who controls the Authority within the meaning of the Securities Act or the Exchange Act, against any Liability, as incurred, to which the Authority may become subject, under the Securities Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Dealer Managers), insofar as such Liability (or Proceeding in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the [Tender/Exchange] Documents or any amendment or supplement thereto, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the [Tender/Exchange] Documents or any amendment or supplement thereto, in reliance upon and in conformity with the Dealer Manager Information; and to reimburse the Authority and any controlling person for any and all Liabilities (including the fees and disbursements of counsel) as such Liabilities are reasonably incurred by the Authority or controlling person in connection with investigating, defending, settling, compromising or paying any such Liability or Proceeding. [The Authority hereby acknowledges that the only Dealer Manager Information is (i) the names and addresses of the Dealer Managers as provided on the back cover of the Invitation, and (ii) the names of the Dealer Managers in the Preliminary Official Statement under the headings ["SUMMARY OF FINANCING PLAN" and "UNDERWRITING."]] The indemnity agreement set forth in this Section 2 shall be in addition to any liabilities that the Dealer Managers may otherwise have.

Section 3. *Notifications and Other Indemnification Procedures.* [Promptly] after receipt by a Dealer Manager-Related Person under this Annex A of notice of the commencement of any Proceeding, such Dealer Manager-Related Person will, if a claim in respect thereof is to be made against an indemnifying party under this Annex A, notify the indemnifying party in writing of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any Liability which it may have to any Dealer Manager-Related Person for contribution or otherwise other than under the indemnity agreement contained in this Annex A or to the extent it is not prejudiced as a proximate result of such failure. In case any such Proceeding is brought against any Dealer Manager-Related Person and such Dealer Manager-Related Person seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the Dealer Manager-Related Person promptly after receiving the aforesaid notice from such Dealer Manager-Related Person, to assume the defense thereof with counsel reasonably satisfactory to such Dealer Manager-Related Person; *provided, however,* if the defendants in any such Proceeding include both the Dealer Manager-Related Person and the indemnifying party and the Dealer Manager-Related Person shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the Dealer Manager-Related Person in conducting the defense of any such Proceeding or that there may be legal defenses available to it and/or other Dealer Manager-Related Persons which are different from or additional to those available to the indemnifying party, the Dealer Manager-Related Person or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such Proceeding on behalf of such Dealer Manager-Related Person or parties. Upon receipt of notice from the indemnifying party to such Dealer Manager-Related Person of such indemnifying party's election so to assume the defense of such Proceeding and approval by the Dealer Manager-Related Person of counsel, the indemnifying party will not be liable to such Dealer Manager-Related Person under this Annex A for any legal or other expenses subsequently incurred by such Dealer Manager-Related Person in connection with the defense thereof unless (i) the Dealer Manager-Related Person shall have employed separate counsel in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel), approved by the indemnifying party, representing the Dealer Manager-Related Persons who are parties to such Proceeding) or (ii) the indemnifying party shall not have employed counsel satisfactory to the Dealer Manager-Related Person to represent the Dealer Manager-Related Person within a reasonable time after notice of commencement of the Proceeding, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

Section 4. *Settlements.* The indemnifying party shall not be liable for any settlement of any Proceeding effected without its written consent (not to be unreasonably withheld), but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the Dealer Manager-Related Person against any Liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time a Dealer Manager-Related Person shall have requested an indemnifying party [in writing] to reimburse the Dealer Manager-Related Person for fees and expenses of counsel as contemplated by this Annex A, the indemnifying party agrees that it shall be liable for any settlement of any Proceeding effected without its written consent if (i) such settlement is entered into more than [30] days after receipt

by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the Dealer Manager-Related Person in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the Dealer Manager-Related Person, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened Proceeding in respect of which any Dealer Manager-Related Person is or could have been a party and indemnity was or could have been sought hereunder by such Dealer Manager-Related Person, unless such settlement, compromise or consent (i) includes an unconditional release of such Dealer Manager-Related Person from all Liability on claims that are the subject matter of such Proceeding and (ii) does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any Dealer Manager-Related Person.

[Section 5. *Contribution.* If the indemnification provided for in Section 1 or Section 2 hereof is for any reason held to be unavailable to or otherwise insufficient to hold harmless a Dealer Manager-Related Person in respect of any Liabilities referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such Dealer Manager-Related Person, as incurred, as a result of any Liabilities referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Authority on the one hand, and the Dealer Manager, on the other hand, from the Invitation or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Authority, on the one hand, and the Dealer Managers, on the other hand, in connection with the statements or omissions which resulted in such Liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Authority on the one hand, and the Dealer Managers, on the other hand, in connection with the Invitation shall be deemed to be in the same respective proportions as the sum of the total principal amount of Target Obligations purchased [or exchanged] pursuant to the Invitation bears to the aggregate fees paid or to be paid to the Dealer Managers under the Agreement. The relative fault of the Authority, on the one hand, and the Dealer Managers, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Authority, on the one hand, or the Dealer Managers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 1 and 2 hereof, any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any Proceeding. The provisions set forth in Section 3 hereof with respect to notice of commencement of any Proceeding shall apply if a claim for contribution is to be made under this Section 5; *provided, however*, that no additional notice shall be required with respect to any Proceeding for which notice has been given under Section 3 hereof for purposes of indemnification.

Notwithstanding the provisions of this Section 5, the Dealer Managers shall not be required to contribute any amount in excess of the aggregate amount of fees actually received by the Dealer Managers under the Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the Securities Act) shall be entitled to contribution from any person who

was not guilty of such fraudulent misrepresentation. For purposes of this Section 5, each director, officer and employee of the Dealer Managers and each person, if any, who controls a Dealer Manager within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Dealer Manager, and each director of the Authority, and each person, if any, who controls the Authority with the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Authority.]

Capitalized terms used but not defined in this Annex A have the meanings assigned to such terms in the Agreement.

DRAFT

Form of Legal Opinion of Counsel to the Authority to be delivered on the Launch Date

[TO COME]

DRAFT

Form of Legal Opinion of Counsel to the Authority to be delivered on the Settlement Date

[TO COME]

DRAFT

EXHIBIT B

Opinion of Bond Counsel to be delivered on the Launch Date

[TO COME]

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