



BAY AREA TOLL AUTHORITY

Bay Area Metro Center

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San Francisco, CA 94105

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WEB www.mtc.ca.gov

Memorandum

TO: Bay Area Toll Authority

DATE: November 21, 2018

FR: Executive Director

W. I. 1252

RE: Public Hearing for Revisions to the Toll Schedule on the State-owned Bay Area Bridges

On the June 5, 2018 ballot, Regional Measure 3 (RM3) was approved by voters, setting in motion implementation of a toll increase of three dollars to be phased in over time to fund a program of transportation projects. The Bay Area Toll Authority (BATA) proposes to increase the tolls for all vehicles crossing any of the seven state-owned toll bridges in the Bay Area (Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland and the San Mateo-Hayward bridges) pursuant to Section 30923 of the California Streets and Highways Code. The toll increase includes a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025.

The law (Streets and Highways Code Section 30916 (d)) requires BATA to hold a public hearing in regard to a proposed toll increase before taking any action. In accordance with the law, staff is proposing that the Authority hold a public hearing to receive public testimony on the proposed toll increase and act on the increase as a revision to the Toll Schedule for the State-owned Toll Bridges (BATA Resolution No. 128, attached to this Memorandum in draft as Attachment A). A Notice of Public Hearing was published in San Francisco Bay Area newspapers and posted on the Metropolitan Transportation Commission's website last month. The funds from the toll increase will finance a comprehensive suite of highway and transit improvements described in Senate Bill 595 to help solve the Bay Area's growing traffic congestion problems.

Two lawsuits challenging Senate Bill 595 and RM3 are pending in the Superior Court in the City and County of San Francisco. The toll increases when collected will be placed into an escrow account managed by an independent trustee. Following a process similar to voter approved sales tax measures that face legal challenge, the funds will be transferred from BATA to a Union Bank (Mitsubishi United Financial Group - MUFG) trust account on a daily basis where the funds will be managed by a bank trust officer until final resolution of all litigation. A draft of BATA Resolution No. 129 authorizing escrow arrangements, which staff will ask the Authority to approve at its December 19, 2018 meeting, is attached to this memorandum as Attachment B. Once our legal team certifies there is a final resolution we will ask the board to release the escrow. If BATA prevails in the litigation the funds will be applied to BATA approved programs. If BATA should lose the litigation, the funds will be reimbursed to tollpayers.

The schedule for adoption and implementation of the proposed toll increase is as follows:

Date	Meeting	Discussion/Action
November 28, 2018 9:30 a.m.	Public Hearing BATA Meeting	Public comment on proposed toll schedule
December 12, 2018 9:30 a.m.	BATA Oversight Committee Meeting	Staff presents public comments; Committee action on toll increase
December 19, 2018 9:30 a.m.	BATA Meeting	Authority action on toll increase
January 1, 2019		Toll increase is effective



Steve Heminger

SH:mn
Attachments

ATTACHMENT A

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 128

This resolution adopts the toll schedule for the state-owned toll bridges in the Bay Area.

Discussion of this action is contained in the Executive Director's memorandum, dated November 21, 2018, to BATA.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

RE: Toll Schedule for the State Owned Toll Bridges in the Bay Area

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 128

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, pursuant to Section 30923 of the Code a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, in accordance with subsection (c)(1) of Section 30916 of the California Streets and Highways Code (the “Code”), the Authority may, beginning six months after the election approving Regional Measure 3, phase in the toll increase over a period of time; and

WHEREAS, in accordance with subsection (d) of Section 30916 of the Code, prior to adopting the toll schedule reflecting the increased toll charges authorized by Regional Measure 3, a public hearing was held during the Authority's meeting on November 28, 2018, and the Authority received and reviewed public comments; and

WHEREAS, in accordance with subsections (c) and (d) of Section 30918 of the Code, the Authority's toll structure for the Bridge System may vary from bridge to bridge and may include discounts for vehicles classified by the Authority as high-occupancy vehicles, notwithstanding any other law; and

WHEREAS, in accordance with subsection (c)(2) of Section 30918 of the Code, the Authority shall provide a 50-percent discount on the amount of the toll increase approved by Regional Measure 3 on the second bridge crossing for those commuters using a two-axle vehicle who pay tolls electronically or through other noncash methods and who cross two bridges specified in Section 30910 of the Code during commute hours (the "Regional Measure 3 Toll Discount"); and

WHEREAS, based on the foregoing, the Authority shall phase in the toll increases approved pursuant to Regional Measure 3 over a period of time, as specified in the adopted toll schedule; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that pursuant to subsections (c) and (d) of Section 30918 of the Code, the Authority hereby classifies the following as high-occupancy vehicles for the purpose of the Authority's toll schedule: (1) two-axle vehicles (without trailer(s)) carrying three or more persons; (2) two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo Bridge; (3) two-axle vehicles (without trailers(s)) designed by the

manufacturer to be occupied by no more than two persons, carrying two persons; and (4) motorcycles; and be it further

RESOLVED, that the Authority hereby adopts the attached toll schedule, effective on January 1, 2019 and that the toll schedule previously adopted by the Authority pursuant to Resolution No. 90 remains effective until superseded pursuant to this Resolution on January 1, 2019; 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, 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 implement the toll schedule adopted in this Resolution and otherwise effectuate the actions that the Authority has approved in this Resolution; and be it further

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

BAY AREA TOLL AUTHORITY

Jake Mackenzie, Chair

The above resolution was entered into by the
Bay Area Toll Authority at a regular meeting
of the Authority held in San Francisco,
California, on December 19, 2018

Attachment A**BATA Resolution No. 128****BAY AREA TOLL AUTHORITY
TOLL SCHEDULE FOR TOLL BRIDGES
(EFFECTIVE JANUARY 1, 2019)****BRIDGES AND TOLLS****• 2 AXLE VEHICLES**

- Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, and San Mateo-Hayward Bridge
 - Effective January 1, 2019 through December 31, 2021:
 - 2 axle vehicles— regular toll: \$6.00
 - Effective January 1, 2022 through December 31, 2024:
 - 2 axle vehicles— regular toll: \$7.00
 - Effective January 1, 2025:
 - 2 axle vehicles— regular toll: \$8.00
- San Francisco-Oakland Bay Bridge
 - Effective January 1, 2019 through December 31, 2021:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$5.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$7.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$6.00
 - Effective January 1, 2022 through December 31, 2024:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$6.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$8.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$7.00

- Effective January 1, 2025:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$7.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$9.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday—regular toll: \$8.00
- **MULTI-AXLE VEHICLES**
 - All Bridges
 - Effective January 1, 2019 through December 31, 2021:

3 axles	\$16.00
4 axles	\$21.00
5 axles	\$26.00
6 axles	\$31.00
7 axles or more	\$36.00
 - Effective January 1, 2022 through December 31, 2024:

3 axles	\$17.00
4 axles	\$22.00
5 axles	\$27.00
6 axles	\$32.00
7 axles or more	\$37.00
 - Effective January 1, 2025:

3 axles	\$18.00
4 axles	\$23.00
5 axles	\$28.00
6 axles	\$33.00
7 axles or more	\$38.00
 - Toll is based on the total number of axles on the roadway in a vehicle combination. Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
 - Motorcycles are classified as 2 axle vehicles.
 - Tolls are collected eastbound only on Antioch Bridge, Benicia-Martinez Bridge, and Carquinez Bridge and westbound only on Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge, and San Mateo-Hayward Bridge.

FASTRAK® ELECTRONIC TOLL COLLECTION

- Payment of tolls on the bridges can be made electronically using FasTrak®.
- For information about FasTrak®, go to www.511.org or call the FasTrak® Customer Service Center at 877-BAY-TOLL (877-229-8655).

FASTRAK® ELECTRONIC TOLL COLLECTION REGIONAL MEASURE 3 TOLL DISCOUNTAll Bridges

- A vehicle crossing more than one bridge on the same calendar day during commute hours is eligible for the Regional Measure 3 (RM3) toll discount as follows:
 - If a single tolled bridge crossing (referred to herein as a “trip”) occurs during the morning commute hours and then one or more trips occur during the afternoon commute hours, the vehicle will receive a discount on the second trip (i.e. the first trip during afternoon commute hours) for that day.
 - If two or more tolled trips for a vehicle occur during the morning commute hours, the discount will be given to the second trip only.
 - If two or more tolled trips for a vehicle occur during the afternoon commute hours, the discount will be given to the second trip only.
 - A maximum of one morning discount and one afternoon discount can be applied to the same vehicle for the day.
- Commute hours are Monday through Friday
 - Morning commute hours are 5 a.m. through 10 a.m.
 - Afternoon commute hours are 3 p.m. through 7 p.m.
- Applies to 2-axle vehicles only.
- Trips must be on any of the following State-owned bridges: Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge and San Mateo-Hayward Bridge.
- Tolls from both trips must be collected using the FasTrak® electronic toll collection system as follows:
 - Using the same vehicle license plate or the same transponder associated with a Bay Area FasTrak® account. Using the same vehicle license plate associated with a Bay Area license plate image based account (i.e. License Plate Account, One Time Payment Account)
 - Tolls paid using cash are excluded from being considered as the first or second

trip for the purpose of receiving the RM3 toll discount.

- The discount is not eligible for FasTrak[®] account holders registered with toll operating agencies outside of the San Francisco Bay Area.
- The RM3 toll discount applies to the toll incurred on the second trip. The amount of the discount is based on the toll rate of the second trip alone. The amount paid for the toll for the first trip has no bearing on the amount of the discount on the toll for the second trip.
- If the second trip is a full fare toll, the RM3 toll discount amount will be:
 - Effective January 1, 2019 through December 31, 2021: \$0.50
 - Effective January 1, 2022 through December 31, 2024: \$1.00
 - Effective January 1, 2025: \$1.50
- If the second trip is a carpool discounted toll, the RM3 toll discount amount will be:
 - Effective January 1, 2019 through December 31, 2021: \$0.25
 - Effective January 1, 2022 through December 31, 2024: \$0.50
 - Effective January 1, 2025: \$0.75

COMMUTE BUSES AND VANPOOL VEHICLES

- A commute bus or a vanpool vehicle may cross toll-free at any time in designated lane(s), in accordance with Authority operational procedures. Passage through staffed lanes requires a toll-free commute bus ticket or non-revenue FasTrak[®] toll tag issued by the Authority, or an axle-based toll will be charged.
- A commute bus is a vehicle that is:
 - (1) designed, used or maintained for the transportation of more than 10 persons including the driver;
 - (2) operated across a state-owned toll bridge on a route commencing and terminating within a radius of 50 miles from the toll collection point of such bridge; and
 - (3) operated on a regular schedule for any municipal or public corporation, transit district, public utility district, political subdivision or private company for the nonprofit work-related transportation of its employees or by any transportation company operating under a certificate of public convenience and necessity issued by the California Public Utilities Commission.
- A vanpool vehicle is a vehicle that is operating under the provisions of current ridesharing laws and regulations, and designed for carrying more than 10 but not more than 15 persons including the driver, that is maintained and used primarily for the

nonprofit work-related transportation of persons for the purpose of ridesharing.

HIGH-OCCUPANCY VEHICLES

- The Bay Area Toll Authority grants reduced-rate passage on the above bridges for vehicles classified by it as high-occupancy vehicles that use FasTrak® to pay the toll.
 - The reduced rate is as follows:
 - Effective January 1, 2019 through December 31, 2021: \$3.00
 - Effective January 1, 2022 through December 31, 2024: \$3.50
 - Effective January 1, 2025: \$4.00
- The reduced rate applies only as follows: between 5 a.m. and 10 a.m. Monday through Friday and between 3 p.m. and 7 p.m. Monday through Friday on all bridges.
- The following vehicles are classified as high-occupancy vehicles:
 - (1) Two-axle vehicles (without trailer(s)) carrying three or more persons;
 - (2) Two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo-Hayward Bridge; and
 - (3) Two-axle vehicles (without trailers(s)) designed by the manufacturer to be occupied by no more than two persons, carrying two persons.
 - (4) Motorcycles.
- Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
- To qualify, high-occupancy vehicles are required to use designated carpool lanes.
- If designated staffed lanes are provided for use by high-occupancy vehicles on any bridge, the high-occupancy vehicles must make cash payment of the reduced-rate passage toll in those lanes.
- So long as it is permitted by law, hybrid vehicles displaying an eligible sticker issued by the California Department of Motor Vehicles may use the carpool lanes on the bridges during designated carpool hours at the reduced rate for carpools.

INHERENTLY-LOW-EMISSION VEHICLES

- The Bay Area Toll Authority grants reduced rate passage on the above bridges to inherently-low-emission vehicles with DMV-issued decals, such as electric cars, that use FasTrak® to pay the toll.
- The reduced rate is the same as the reduced rate for high-occupancy vehicles and applies only during the hours when the reduced rate applies to high-occupancy vehicles.

PEDESTRIANS AND BICYCLISTS

- Any bridge that has lanes or pathways designated for pedestrian or bicycle use may be crossed toll-free by pedestrians and bicyclists in those lanes or pathways in accordance with Authority operational procedures.

VEHICLE DEFINITIONS FOR BRIDGE TOLL ASSESSMENT

- "Motorcycle" means any motor vehicle having a seat or saddle for the use of the rider, with up to four wheels in contact with the roadway, two of which are a functional part of a sidecar.
- "Seating capacity"- if individual seats are provided, the number of such seats shall be used in determining the seating capacity. If individual seats are not used, seating capacity shall be determined on the basis of 17 inches of seat width per person.
- "Vehicle combination" shall include any combination of motor-driven and drawn vehicle(s). Toll assessment will be based on the total number of axles on the roadway in the total combination.
- "Trailer" means any vehicle, including semi-trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 129

This resolution approves escrow arrangements relating to certain bridge toll revenues to be collected beginning January 1, 2019, including a form of escrow agreement for the purpose of establishing and administering an escrow account for such purposes.

Discussion of this action is contained in the Executive Director's memorandum, dated November 21, 2018, to BATA.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

RE: Escrow Arrangements for Toll Bridge Revenues

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 129

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action, entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority now desires to establish an escrow account (the “Escrow Account”) with an escrow agent (the “Escrow Agent”) for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority, such amounts to be held in the Escrow Account until each of the RM3 Challenges has reached a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by this Board; and

WHEREAS, the Authority now desires to enter into an Escrow Agreement, dated as of January 1, 2019 (the “Escrow Agreement”), with MUFG Union Bank, N.A., as Escrow Agent, to administer the Escrow Account and to hold, invest and distribute the proceeds of such Regional Measure 3 bridge toll revenues as provided therein; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that the Authority hereby authorizes the execution of the Escrow Agreement, in substantially the form attached hereto as Attachment A, 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, may require or approve (the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Escrow Agreement); and be it further

RESOLVED, that 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, 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 establish and fund the Escrow Account that the Authority has approved in this Resolution and to carry out, consummate and perform the duties of the Authority set forth in the Escrow Agreement and all other documents executed in connection with the Escrow Account, including to provide for substitute or successor escrow agents; and be it further

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

BAY AREA TOLL AUTHORITY

Jake Mackenzie, Chair

The above resolution was entered into by the
Bay Area Toll Authority at a regular meeting of
the Authority held in San Francisco, California,
on December 19, 2018

Attachment A**BATA Resolution No. 129****ESCROW AGREEMENT**

THIS ESCROW AGREEMENT dated as of [January 1], 2019 (the “Escrow Agreement”) between the BAY AREA TOLL AUTHORITY, a public entity duly existing under the laws of the State of California (the “Authority”) and MUFG UNION BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America, as escrow agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 et seq. of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action,

entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority intends to establish an Escrow Account (as defined herein) with the Escrow Agent for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority until each of the RM3 Challenges has reached a final, non-appealable resolution; and

WHEREAS, the Authority intends to deposit such SB 595 Increases from time to time in the Escrow Account created hereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1 Appointment of Escrow Agent. The Authority hereby appoints the Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

Section 2 Establishment of Escrow Account. The Escrow Agent will open and maintain an escrow account on the terms and conditions set forth herein (the “Escrow Account”). The Escrow Funds (as defined below) held in the Escrow Account will not bear interest independently of the interest, dividends and other distributions and payments that may arise from Permitted Investments (as defined below) made pursuant to Section 5 hereof.

Section 3 Wire Instructions. Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to the Escrow Agent are set forth in Schedule III.

Section 4 Deposits into the Escrow Account. The Authority will from time to time make deposits with the Escrow Agent of revenues derived from the SB 595 Increases collected pursuant to the Code (the “Escrow Funds”), which Escrow Funds will be held by the Escrow Agent under the terms and conditions set forth herein. The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by the Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Escrow Agreement, from time to time are collectively referred to hereinafter as the “Escrow Property”. The Escrow Agent will have no duty to solicit delivery of the Escrow Funds. For purposes of this Escrow Agreement “Business Day” will mean any day MUFG Union Bank, N.A. is open for business at the address set forth herein, excluding Saturdays and Sundays.

Section 5 Investment of the Escrow Property.

(a) As soon as practicable after the receipt thereof, the Escrow Agent will cause the Escrow Property to be invested in such Permitted Investments (as defined below) as the Authority may specify in writing from time to time. During the term of this Escrow Agreement, the Authority will bear and retain the sole responsibility for the selection of the investments of the Escrow Property and all risks from any such investments.

(b) “Permitted Investments” shall have the meaning ascribed to such term in that certain Master Indenture, dated as of May 1, 2001, by and between the Authority and MUFG Union Bank, N.A., as trustee, as it has been, and may in the future be, amended from time to time.

(c) If the Escrow Agent does not receive written instructions for the Escrow Property, the Escrow Property shall remain uninvested with no liability for interest therein. The Escrow Agent will have no obligation to cause the Escrow Property to be invested on the day of deposit if the Escrow Property or instructions are not delivered to the Escrow Agent within a reasonable amount of time prior to the applicable cut-off time for any Permitted Investment. In any event, instructions received after 10:30 a.m. Pacific Time / 1:30 p.m. Eastern Time will be treated as if received on the following Business Day and the Escrow Property will be invested pursuant to those instructions on such day. The Escrow Agent will have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property will become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property will be reflected in the value of the Escrow Property from time to time. Notwithstanding any other provision herein, the Escrow Agent will have the power to sell or liquidate the foregoing investments whenever the Escrow Agent is required to release all or any portion of the Escrow Property pursuant to this Escrow Agreement. In no event will the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6 Distribution of the Escrow Property. The Escrow Agent will hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) From time to time and at least three (3) Business Days prior to any requested disbursement from the Escrow Account, the Authority will deliver a written notice signed by [two or more] authorized persons as set forth on Schedule I attached hereto (“Authorized Representative”) stating that the governing board of the Authority, being satisfied with the resolution of the RM3 Challenges, has authorized the disbursement of all or a portion of the Escrow Property as specified in such notice and instructing the Escrow Agent to make such distribution (the “Disbursement Instruction”). The Escrow Agent will and is hereby authorized to withdraw and pay said disbursement as specified in a Disbursement Instruction. The Escrow Agent will act upon a Disbursement Instruction received pursuant to Section 11 hereunder and will rely upon the content in the Disbursement Instruction without making further inquiry and will assume due execution thereof and the truth and correctness of any information or statement contained therein.

Further, the Escrow Agent will, subject to successful telephone call-back to an Authorized Representative, rely upon the signatures thereon of Authorized Representatives regardless of by whom or by what means the actual or purported signature(s) thereon may have been affixed thereto if such signature(s) resemble the specimen on Schedule I attached hereto or as provided to the Escrow Agent from time to time. The Escrow Agent will incur no liability to the Authority or otherwise for having acted in accordance with instructions on which it is authorized to rely pursuant to the provisions hereof.

(b) All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

Section 7 Compensation of Escrow Agent. The Escrow Agent will be entitled to receive payment from the Authority for fees, costs and expenses for all services rendered by the Escrow Agent hereunder in accordance with Schedule II to this Escrow Agreement. The Authority will reimburse the Escrow Agent on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by the Escrow Agent in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements. At all times, the Escrow Agent will have a right of set off and first lien upon the Escrow Account for payment of customary fees, costs and expenses and all such losses, liabilities, damages or expenses from time to time. Such fees, costs and expenses will be paid from the Escrow Property to the extent not otherwise paid hereunder and the Escrow Agent may sell, convey or otherwise dispose of any Escrow Property for such purpose.

Section 8 Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty (30) calendar days prior to such resignation to the Authority as provided in this Section. The Authority may remove the Escrow Agent at any time by giving written notice signed by the Authority's Authorized Representative at least thirty (30) calendar days prior to such removal to the Escrow Agent. Following such resignation or removal, a successor escrow agent will be appointed by the Authority, who will provide written notice of such to the resigning or removed Escrow Agent. Such successor escrow agent will become the Escrow Agent hereunder, and all Escrow Property will be transferred to it upon the resignation or removal date specified in such notice. If the Authority is unable to appoint a successor escrow agent within thirty (30) calendar days after such notice, the Escrow Agent may, in its sole discretion, deliver the Escrow Property to the Authority at the address provided herein or may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including but not limited to its attorney fees and expenses) incurred by the Escrow Agent in connection with such proceeding will be paid by the Authority. On the resignation/removal date and after receipt of the identity of the successor escrow agent, the Escrow Agent will either deliver and/or disburse the Escrow Property then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent. Upon its resignation or removal and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section, the Escrow Agent will be discharged of and

from any and all future obligations arising in connection with the Escrow Property or this Escrow Agreement.

Section 9 Indemnification of Escrow Agent. The Authority agrees to indemnify and hold the Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that the Escrow Agent may incur by reason of or based upon its actions under this Escrow Agreement other than as a result of the negligence or willful misconduct of the Escrow Agent.

Section 10 Rights, Duties and Immunities of Escrow Agent. Acceptance by the Escrow Agent of its duties under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree will govern and control the rights, duties and immunities of the Escrow Agent.

(a) General Duties. The duties and obligations of the Escrow Agent will be determined solely by the express provisions of this Escrow Agreement and the Escrow Agent will not be liable except for the performance of such duties and obligations. Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Escrow Agreement may arise. The Escrow Agent will not be under any liability to the Authority by reason of any failure on the part of the Authority or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document. The Escrow Agent will not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose. The Escrow Agent may establish additional accounts or subaccounts within the Escrow Funds as the Escrow Agent shall deem necessary and prudent in furtherance of its duties under this Escrow Agreement upon written notification to the Authority.

(b) Escrow Agent Funds. The Escrow Agent will not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Validity of Communications to Escrow Agent. Except for comparisons with the signature specimen provided by the parties in Schedule I, the Escrow Agent will not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. The Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication believed by it to have been sent or given by the Authority and will be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Escrow Agreement.

(d) No Fiduciary Relationship. This Escrow Agreement will not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(e) Judicial, Regulatory or Governmental Acts. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited

to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent will not be liable to the Authority or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(f) Liability. The Escrow Agent will not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of negligence or willful misconduct on its part. In no event will the Escrow Agent be liable (i) for acting in accordance with or relying upon any instructions on which it is authorized to rely pursuant to the provisions hereof, (ii) for any consequential, punitive or special damages, or (iii) for an amount in excess of the value of the Escrow Property, valued as of the date of loss.

(g) Ambiguity or Uncertainty. If any ambiguity or uncertainty should arise hereunder or in any notice or other communication received by the Escrow Agent, the Escrow Agent is hereby authorized by the Authority to refrain from taking any action other than to retain possession of the Escrow Property, unless the Escrow Agent receives a written instruction, signed by an Authorized Representative of the Authority, which eliminates such ambiguity or uncertainty.

(h) Legal Counsel. The Escrow Agent may consult with legal counsel of its own choosing, at the expense of the Authority, as to any matter relating to this Escrow Agreement and the Escrow Agent will incur no liability and will be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(i) Conflicting Claim. If any dispute or conflicting claim should arise with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, the Escrow Agent will be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. The Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own gross negligence or willful misconduct, all or any part of the Escrow Property until such dispute will have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). The Escrow Agent will be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of the Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(j) Force Majeure. The Escrow Agent will not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, natural catastrophes, civil or military

disturbances, loss or malfunctions of utilities, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

(k) Electronic Communication. When the Escrow Agent acts on any communication (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission, the Escrow Agent, absent negligence or willful misconduct, will not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Escrow Agent, absent negligence or willful misconduct, will not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(l) Statements. The Escrow Agent will furnish to the Authority periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Authority or any investment advisor. Upon the Authority's election, such statements will be delivered via the Escrow Agent's Online Trust and Custody service and upon electing such service, paper statements will be provided only upon request. Statements will be deemed to be correct and final upon receipt thereof by the Authority unless the Authority notifies the Escrow Agent in writing to the contrary within thirty (30) Business Days of the date of such statement. The Authority agrees and acknowledges that it will be deemed to have been "furnished", "delivered" and/or "in receipt" of a statement at the earlier of: (a) five (5) calendar days after it is mailed to the Authority via U.S. Postal Service; (b) the Authority actually receives it; or (c) the Escrow Agent makes it available via electronic means. Also, for purposes of this Escrow Agreement, the words "delivered" includes, but is not limited to, statements returned to the Escrow Agent as a result of a bad mailing address. If statements are returned due to error outside of the Escrow Agent, the Authority agrees that: (a) the Escrow Agent may hold all future statements until the mailing address is properly updated in the records of the Escrow Agent; (b) returned and held statements will be held by the Escrow Agent for thirty (30) calendar days from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent; and (c) the Escrow Agent is authorized to destroy returned and held paper statements after sixty (60) calendar days have elapsed from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent. The Authority agrees that its obligation to review statements within the required time frame is not excused in the event the Escrow Agent holds and/or destroys any returned or held paper statement pursuant to this Escrow Agreement. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(m) [Reserved].

(n) Confidentiality. All non-public information and advice furnished by any party to the Escrow Agent shall be treated as confidential and will not be disclosed to third parties unless required by law, except that the Escrow Agent may disclose (a) the identity of the Authority as a client or client reference of the Escrow Agent; (b) any information required to be disclosed to any government regulator of the Escrow Agent or its affiliates; and (c) any information to the Escrow Agent's affiliated entities and product and service providers to the extent necessary to provide the financial products and services under this Escrow Agreement.

Section 11 Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Escrow Agreement must be in writing, signed by the party's Authorized Representative and sent by: (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a .pdf) or other similar electronic transmission, (receipt confirmed); and become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification by the proper party's Authorized Representative. Unless otherwise provided herein, when "written," "writing" or similar termed language is used in this Escrow Agreement in regards to correspondence, communications, or instructions to the Escrow Agent, such will refer to both paper and electronic forms such as e-mails, faxes, digital images and copies, and electronic notices capable of being stored and printed. Notices to the Escrow Agent will be deemed to be effective when actually received by the Escrow Agent's Corporate Trust Department.

If to the Authority:

Bay Area Toll Authority
375 Beale Street, Suite 800
San Francisco, California 94105
Attention: Chief Financial Officer
Telephone No.: (415) 778-6730
Facsimile No.: (415) 536-9815

If to Escrow Agent, to:

[MUFG Union Bank, N.A.
350 California Street, 15th Floor
San Francisco, California 94104
Attention: Corporate Trust Department
Telephone No.: (415) 273-2515
Facsimile No.: (415) 273-2492
Email: CashControlGroup-LosAngeles @unionbank.com][*Note: MUFG to confirm.*]

With a copy to:

[Accountadministration-corporatetrust@unionbank.com][Note: MUFG to confirm.]

If the Escrow Agent receives notices or information other than as required by this Escrow Agreement, the Escrow Agent will disregard such information.

Section 12 Wiring Instructions. If transfer instructions are given other than as set forth on Schedule III attached hereto, such instructions must be communicated to the Escrow Agent in a writing delivered pursuant to Section 11. The Escrow Agent will seek confirmation of such instructions by telephone call-back to an Authorized Representative, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative so designated. The Escrow Agent and the Authority's bank with respect to any funds transfer will rely solely upon any account numbers or similar identifying numbers provided by the Authority to identify the Authority's bank. Payment will not be made to any party other than the Authority.

Without assuming any responsibility to make any such determination, if the Escrow Agent determines that any withholding (as provided in Section 21) applies to any fund transfer based on the withholding certificates (or lack thereof) or other information that the Escrow Agent obtains or has in its possession, the Escrow Agent shall withhold the taxes as applicable and shall not be obligated to increase any amount transferred or otherwise compensate the transfer's recipient for any amounts withheld.

Section 13 Termination. This Escrow Agreement will terminate on the date on which all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Escrow Agreement.

Section 14 Continuing Obligations. The obligations under Sections 6 – 10, 15, and 18 – 23 hereof will survive the resignation or removal of the Escrow Agent, the termination of this Escrow Agreement and the payment of all amounts hereunder.

Section 15 Reserved.

Section 16 Counterparts. This Escrow Agreement and any amendments hereto may be executed in any number of counterparts each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument. Executed copies of this Escrow Agreement and any amendments hereto delivered pursuant to Section 11 above will be as effective as an original to bind the parties.

Section 17 Severability. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement will in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

Section 18 Authorized Representative. The Authority hereby identifies to the Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as Authorized Representatives with respect to any notice, certificate, instrument, demand, request, direction,

instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to the Escrow Agent. Such Schedule I may be amended and updated by written notice to the Escrow Agent. The Escrow Agent will be entitled to rely on such original or amended Schedule I with respect to the Authority until a new Schedule I is furnished by the Authority to the Escrow Agent.

Section 19 Governing Law. This Escrow Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 20 Jurisdiction. Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Escrow Agreement will be brought before the jurisdiction of any federal or state court of competent jurisdiction located in the City and County of San Francisco, California. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or forum non conveniens or any similar basis. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Escrow Agreement (each a "Claim"), the parties to this Escrow Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury.

Section 21 Tax Matters.

(a) Withholding Forms. (i) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. The Authority will pay or reimburse the Escrow Agent upon request for any taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. [Any payments of income from this Escrow Account will be subject to withholding regulations then in force with respect to United States taxes. Due to the requirement that all escrow accounts have Taxpayer Identification Numbers documented by appropriate W-8 or W-9 forms, the Authority agrees to provide the appropriate form to the Escrow Agent, duly completed and signed by its Authorized Representative. The Authority acknowledges that failure to provide such forms may prevent or delay disbursement of the Escrow Property hereunder. The Authority agrees to submit new Forms W-8 or W-9 (as the case may be) should the jurisdiction of its domicile or residence change or any other change in circumstances make the applicable withholding tax consequence incorrect during the terms of this Escrow Agreement.]

(b) Tax Reporting. The Escrow Agent will report payments of income from the Escrow Account, and if required and applicable, of principal, to the Authority or other payment recipients on an annual basis as required by law, by providing the applicable IRS Form 1099 or Form 1042- S.

(c) Owner(s) of Income. For purposes of reporting the aggregate amount of income on the Escrow Property, the Authority will be considered owner of such income.

(d) Withholding. [Escrow Agent will withhold any taxes as and to the extent required by sections 1471 through 1474 of the Internal Revenue Code (“FATCA”), sections 1441 through 1464 of the Internal Revenue Code (“Chapter 3 withholding”) or any provision of the Internal Revenue Code and the regulations thereunder. In transferring any funds or payment to the Authority pursuant to this Escrow Agreement, the Escrow Agent will transfer the funds net of any FATCA, Chapter 3 withholding or other withholding taxes. The Escrow Agent will not be required to increase any payment in respect of which it withholds U.S. taxes or otherwise compensate the recipient of the payment for any amount so withheld. The Authority agrees to provide the Escrow Agent with information sufficient to identify the type of payment, allocation statement to each party and a certification of its Chapter 3 and Chapter 4 (FATCA) status and whether any U.S. withholding taxes (including but not limited to FATCA withholding taxes and Chapter 3 withholding taxes) apply to payments being made to any such payee. The Authority has the primary responsibility to determine the validity of Forms W-8 and W-9 obtained from the beneficiary of any payment and any applicable withholding tax consequence thereto. Notwithstanding any identification by the Authority of the type of payment or the rate of withholding applicable thereto, if the Escrow Agent determines that the payment is subject to withholding taxes, the Escrow Agent will withhold the applicable tax.

Section 22 USA PATRIOT Act. The Authority will use reasonable efforts to provide to the Escrow Agent such information as the Escrow Agent may reasonably require to permit the Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001) and any other law, statute, regulation or regulation relating to prohibited practices.

Section 23 Miscellaneous.

(a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy will not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder will not preclude the subsequent exercise of such right or remedy.

(b) This Escrow Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and will not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each party hereby represents and warrants (i) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Escrow Agreement by the parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Escrow Agreement are for convenience of reference only and will have no effect on the interpretation or operation hereof.

(e) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by the Authority’s Authorized Representative and the Escrow

Agent, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the Authority's Authorized Representative and the Escrow Agent.

(f) No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other party hereto.

(g) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with the Authority or any further act on the part of the Authority except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

BAY AREA TOLL AUTHORITY

By: _____
Executive Director

Countersigned:

Secretary

MUFG UNION BANK, N. A.,
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE I**Escrow Account Signing Authority****Authorized Representative(s) of the Bay Area Toll Authority**

[Note: BATA to confirm signatories.]

Signature:	_____	Signature:	_____
Print:	Steve Heminger	Print:	Brian Mayhew
Title:	Executive Director	Title:	Chief Financial Officer
Phone:	(415) 778-5210	Phone:	(415) 778-6730
Email:	sheminger@bayareametro.gov	Email:	bmayhew@bayareametro.gov

Certification: The undersigned certifies that each of the individuals listed above is an authorized representative of the Bay Area Toll Authority with respect to any instruction or other action to be taken in connection with the Escrow Agreement and MUFG Union Bank, N.A. will be entitled to rely on such list until a new list is furnished to MUFG Union Bank, N.A. The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: _____ **
Name: Rosy Levya
Title: Secretary to the Governing Board
Date: December [1], 2018

** To be signed by corporate secretary/assistant secretary or other authorized officer, manager or authorized officer of manager not named above. When the secretary, or other authorized officer, manager or authorized officer of manager, is among those authorized above, there must be an additional verifying signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

Schedule II

ESCROW AGENT COMPENSATION

DRAFT

SCHEDULE IIIWire Instructions:

[Note: BATA & MUFG to confirm wire details.]

If to the Bay Area Toll Authority:

ABA No.:

Bank Name:

Account No.:

Account Name:

Reference:

If to the Escrow Agent:

ABA: 122000496

Bank Name: MUFG Union Bank, N.A.

Account No.: [37130196431]

Account Name: [TRUSDG]

For Further Credit: [to be provided]

Attention: []