

AMENDED AND RESTATED INTERAGENCY AGREEMENT

INTERAGENCY AGREEMENT, as amended and restated as of April 1, 2006, by and among the METROPOLITAN TRANSPORTATION AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York (the "MTA"), THE LONG ISLAND RAIL ROAD COMPANY, a public benefit corporation of the State of New York which is a subsidiary corporation of the MTA (the "LIRR"), METRO-NORTH COMMUTER RAILROAD COMPANY, a public benefit corporation of the State of New York which is a subsidiary corporation of the MTA (the "MNCRC"), NEW YORK CITY TRANSIT AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York (the "Transit Authority"), MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY, a public benefit corporation of the State of New York and a subsidiary corporation of the Transit Authority ("MaBSTOA"), and MTA BUS COMPANY, a public benefit corporation of the State of New York which is a subsidiary corporation of the MTA ("MTA Bus").

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. Except where the context otherwise requires words in the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations and corporations. Except as otherwise specifically provided herein, terms used in this Interagency Agreement which are defined in Section 102 of the Metropolitan Transportation Authority General Resolution Authorizing Transportation Revenue Obligations, adopted on March 26, 2002, or Section A-102 of the Standard Resolution Provisions set forth in Annex A thereto shall have the same meanings herein as set forth therein. The following terms shall have the following meanings:

Covered Transit Project shall mean a Transit Project, or part thereof, undertaken by the Authority at the request of the Transit Authority, the costs (including the financing thereof) of which Transit Project, or part thereof, the Transit Authority is contractually obligated to be repay to the MTA pursuant to this Interagency Agreement, as evidenced by Section 5.1 hereof.

Financing Documents shall mean the Resolution or any resolution of the MTA subordinate thereto.

MaBSTOA Lease shall mean the lease between the City and MaBSTOA described in the TA Act pursuant to which MaBSTOA operates that part of the Transit System under its jurisdiction, as supplemented, amended or renewed to the date hereof and as the same may be supplemented, amended or renewed in accordance with the provisions thereof and hereof.

Related Transportation Indebtedness shall mean any and all Obligations, Obligation Anticipation Notes, Parity Debt, Subordinated Indebtedness and Subordinated Contract Indebtedness issued or incurred by MTA pursuant to the Financing Documents.

Resolution shall mean the Metropolitan Transportation Authority General Resolution Authorizing Transportation Revenue Obligations, adopted on March 26, 2002, as amended and supplemented from time to time in accordance with the terms thereof.

Transit Authority Lease shall mean the lease between the City and the Transit Authority described in the TA Act pursuant to which the Transit Authority operates that part of the Transit System under its jurisdiction, as supplemented, amended or renewed to the date hereof and as the same may be supplemented, amended or renewed in accordance with the provisions thereof and hereof.

Transit Project shall mean a "transit project" as defined in paragraph 1 of Section 1266-c of the TA Act, as amended, modified, supplemented or succeeded.

ARTICLE II

STATEMENT OF CONSIDERATION AND CONSTRUCTION OF AGREEMENT

SECTION 2.1 Consideration. As of the date of this amended and restated Interagency Agreement, MTA Bus has been designated as a Related Transportation Entity within the meaning of the Resolution. In accordance with the provisions of the MTA Act, including without limitation Section 1270-d thereof, it is hereby agreed that the MTA is issuing and in the future will issue Related Transportation Indebtedness a portion of the proceeds of which will be applied for the payment of all or any part of Capital Costs. In consideration of the MTA's issuance of such Related Transportation Indebtedness, each Related Transportation Entity hereby executes and delivers this Interagency Agreement.

SECTION 2.2 Construction of Agreement. This Interagency Agreement shall be construed by the MTA in accordance with the provisions of the Financing Documents and the provisions of the MTA Act, including without limitation Section 1270-d thereof, and nothing contained herein shall be construed as granting to a Related Transportation Entity any rights or powers not enjoyed by such Related Transportation Entity prior to the date hereof or as denying to the MTA any rights or powers with respect to a Related Transportation Entity enjoyed by the MTA prior to the date hereof; provided, however, that, nothing contained in this Section 2.2 shall limit the rights of the Trustee under Article VI hereof.

ARTICLE III

DEPOSIT OF MONIES

SECTION 3.1 Deposit of Monies.

1. In accordance with the provisions of Section 1270-d of the MTA Act, each Related Transportation Entity, except as otherwise provided in this Section 3.1, shall deposit with the Trustee as soon as practicable after the receipt thereof all Revenues, other than those received in cash and coin, and shall deposit with the Trustee all Revenues received in cash and coin on the Business Day immediately following the date on which such Revenues have been counted and verified and shall cooperate with the MTA in the depositing of Net Proceeds of Qualified Agreements as provided in Section 604 of the Resolution. Notwithstanding the provisions of the foregoing sentence, the MTA may, and may permit the MNCRC to, deposit Revenues received by check or in cash and coin outside the State or on passenger trains terminating outside the State in a bank or banks located in the state in which such Revenues are first received or in which such trains terminate, provided that such deposits shall be made to accounts which are held separate and apart from all other funds and accounts of the MTA or the MNCRC and which shall constitute and be denominated as accounts held by the MTA or the MNCRC under the Resolution, and that all monies on deposit in each of such accounts shall be remitted to the Trustee for deposit in the Revenue Fund not less frequently than weekly.

2. In the event that a Related Transportation Entity maintains accounts at financial institutions other than the Trustee, such Related Transportation Entity may make the deposits required to be made pursuant to subsection 1 of this Section 3.1 in accounts maintained at such financial institutions, or at such other financial institutions as instructed by the MTA, for the benefit of the Trustee, provided the Trustee (i) approves such financial institutions and (ii) receives an Opinion of Counsel, satisfactory in form and substance to the Trustee, to the effect that the maintenance of such accounts and the deposit of monies therein will not adversely affect the validity and priority of the pledges set forth in Section 501 of the Resolution.

3. After the Revenues have been applied to the payment of Related Transportation Indebtedness in accordance with the Financing Documents, the remaining Revenues (the "Remaining Revenues") shall be transferred to, and held by, the MTA. The MTA shall deposit the Remaining Revenues into separate funds or accounts for the benefit of the Related Transportation Entities for whom such Remaining Revenues are intended. Interagency borrowings permitted by the TBTA Act, the TA Act and the MTA Act may be made from such Remaining Revenues. The MTA shall account for all such Revenues, including the Remaining Revenues, in accordance with the provisions of the TBTA Act, the TA Act and the MTA Act, including, without limitation, Section 1270-d of the MTA Act.

ARTICLE IV
COVENANTS

SECTION 4.1 Application of Net Proceeds of Qualified Agreements. Each Related Transportation Entity shall cooperate with the MTA in depositing the Net Proceeds of Qualified Agreements in accordance with Section 604 of the Resolution; provided, however, that the Related Transportation Entity shall not be deemed to be in receipt of Net Proceeds of Qualified Agreements by reason of the receipt of proceeds of Qualified Agreements, until such time as they shall reasonably and in good faith determine that such proceeds, or any part thereof, constitute Net Proceeds of Qualified Agreements. Each such Related Transportation Entity should make such determination as soon as is reasonably practical.

SECTION 4.2 Compliance with Financing Documents. Each Related Transportation Entity shall take all actions or refrain from taking all such actions, as the case may be, and shall operate that part of the Systems under its jurisdiction, as shall ensure its compliance and compliance of the MTA with the terms and provisions of the Financing Documents or any other agreement entered into by the MTA in connection with the undertaking or financing of Capital Costs and which shall by its terms, directly or indirectly, apply to any Related Transportation Entity.

SECTION 4.3 Cooperation by a Related Transportation Entity.

1. Each Related Transportation Entity shall give the MTA its full cooperation in respect of all matters relating to, and shall use its best efforts to effect the financing by the MTA of Capital Costs and all other undertakings of the MTA pursuant to the Financing Documents and this Interagency Agreement.

2. A Related Transportation Entity shall, whenever requested by the MTA, provide and certify, or cause to be provided and certified, in form reasonably satisfactory to the MTA, such information concerning itself, all or any part of the Systems or the costs of all or any part of the Systems under its jurisdiction and the operations and finances of such Related Transportation Entity, and such other matters as the MTA reasonably considers necessary to enable the MTA to complete and publish an official statement, placement memorandum or other similar document relating to the sale of Related Transportation Indebtedness, or to enable the MTA to make any reports required by law or governmental regulations, or which are the subject of any agreement or understanding entered into by the MTA in connection with any Related Transportation Indebtedness or the implementation of the Capital Program Plan or any other Capital Costs for the Systems.

SECTION 4.4 Further Assurances. To the extent permitted by law, each Related Transportation Entity from time to time shall make, do, execute, adopt, acknowledge and deliver and take all and every such further acts, deeds, conveyances, assignments, resolutions, transfers and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights and interests assigned under the Financing Documents or intended to be so assigned, or which the MTA may become bound to pledge or assign.

SECTION 4.5 Bankruptcy and Insolvency. A Related Transportation Entity shall not make a general assignment for the benefit of creditors, or institute any other proceeding seeking to adjudicate any of them a bankrupt or insolvent, or claim or take the benefit or advantage of any stay or extension law or any other law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seek reorganization, arrangement, adjustment or composition of any of them or the debts of any of them under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or otherwise seek the appointment of a receiver, trustee, custodian or other similar official for any of them or for any substantial part of the property of the Systems under their jurisdiction; and none of them shall take any action to authorize or effect any of the actions set forth above in this Section 4.5. The foregoing provisions of this Section 4.5 are not intended to and shall not be construed as limiting in any way any procedural rights which a Related Transportation Entity may have in any suit, action, mandamus or other proceeding in equity or at law brought against any or all of them.

SECTION 4.6 Indebtedness of Related Transportation Entities. So long as any Related Transportation Indebtedness shall remain Outstanding, no Related Transportation Entity shall incur any indebtedness, secured by a pledge of any of the Trust Estate prior to the release thereof, which either (1) is due on demand or (2) provides the owners thereof the right to declare any payments thereunder due and payable (whether at the maturity of principal or on the due date of interest or upon redemption or prepayment), except in the event all Related Transportation Indebtedness are then due and payable.

SECTION 4.7 Accounts and Reports.

1. Each Related Transportation Entity shall keep, or cause to be kept, proper books of record and account (separate from all other records and accounts) and shall prepare such reports and financial statements, as shall be directed by the MTA or required by the Financing Documents relating to Related Transportation Indebtedness, and shall make such books, reports and financial statements available at the times and under the circumstances set forth in such Financing Documents.

2. Each Related Transportation Entity shall timely file all reports required by the MTA Act, the TA Act or otherwise required by the MTA.

SECTION 4.8 Segregation of Certain Funds. A Related Transportation Entity shall at all times comply with all terms and conditions of governmental financing programs mandating the segregation of Federal or other governmental funds from other funds of such Related Transportation Entity, as the case may be, and requiring the application of Federal or other governmental funds for designated purposes.

SECTION 4.9 Termination of Interagency Agreement. Neither the MTA nor any other Related Transportation Entity shall terminate this Interagency Agreement for any cause, including, without limitation, frustration of purpose, any damage to or destruction of all or any part of the Systems under its jurisdiction, the taking by eminent domain of title to, any interest in, or the right of temporary use of all or any part of the Systems under its jurisdiction, or the failure of the MTA to perform or observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Interagency Agreement. Notwithstanding the foregoing, when all Related Transportation Indebtedness have been paid within the meaning of the Financing Documents, the covenants and agreements and other obligations contained in this Interagency Agreement on the part of the parties hereto shall be discharged and satisfied and this Interagency Agreement shall terminate.

SECTION 4.10 Fiscal Year. Each Related Transportation Entity shall maintain the same fiscal year as the MTA.

SECTION 4.11 Compliance with Resolution Rate Covenant. Each Related Transportation Entity shall take such action on its part to comply with and to enable MTA to comply with the covenants contained in Section 610 of the Resolution.

SECTION 4.12 Agreement of the State. In accordance with Section 1271 of the MTA Act and, in the case of the Transit Authority and MABSTOA, subdivision 8 of Section 1207-m of the TA Act, each Related Transportation Entity does hereby include the pledge and agreement of the State with each Related Transportation Entity and the Owners of the Related Transportation Indebtedness that the State will not limit or alter the denial of authority under subdivision 9 of Section 1269 of the MTA Act and, in the case of the Transit Authority and MABSTOA, subdivision 11 of Section 1207-m of the TA Act, or the rights and powers vested in any of them and the TA Act and MTA Act to fulfill the terms of any agreement made by any of them with such Owners, or in any way impair their rights and remedies until such agreements, bonds, notes and obligations, including the Interagency Agreement, together with the interest thereon and all costs and expenses in connection with any action or proceedings by or on behalf of the MTA or such Owners, are fully met and discharged.

SECTION 4.13 No Additional Encumbrances. Except as provided herein, a Related Transportation Entity shall not grant to the Owner of Related Transportation Indebtedness to secure payment thereunder any security interest in any of their respective assets or property.

ARTICLE V

ADDITIONAL PROVISIONS RELATING TO THE TRANSIT AUTHORITY AND MABSTOA

SECTION 5.1 Agreement as to Transit Projects.

1. In accordance with the provisions of Section 1266-c of the MTA Act and Section 1207-m of the TA Act, the MTA shall, upon the written request of the Transit Authority, undertake any Transit Project the costs of which shall be (i) funded by federal, State or local aid or assistance or other moneys made available or payable to the MTA by others for such project or (ii) financed by the MTA by the issuance of Related Transportation Indebtedness, the repayment for which is contractually provided for herein, as evidenced by subsection 2 of this Section 5.1, or any combination of funding referred to in clauses (i) and (ii) in this subsection 1 of Section 5.1, and shall use its best efforts to undertake any Transit Project the costs of which shall be (iii) paid or advanced by the MTA, the repayment to the MTA for which is contractually provided for herein, as evidenced by subsection 2 of this Section 5.1, or any combination of funding referred to in clauses (i), (ii) and (iii) in this subsection 1 of Section 5.1. In connection with any such undertaking, the MTA hereby agrees that upon the completion of any Transit Project, or part thereof, the MTA shall transfer, lease or sublease such Transit Project, or part thereof, to the Transit Authority or its designated subsidiary or other designee.

2. The Transit Authority and MaBSTOA jointly and severally agree to pay the aggregate costs of all Transit Projects and the financing thereof which are not paid to the MTA from any federal, State or local aid or assistance and which are not payable from any other moneys made available or payable to the MTA by others for such Transit Projects. The MTA agrees that the Revenues deposited with the Trustee by the Transit Authority and MaBSTOA pursuant to this Section 5.1 shall, pursuant to the Financing Documents and to the extent so applied, be credited against, and constitute payment of, the obligation of the Transit Authority and MaBSTOA to pay the payments specified in this Section 5.1.

SECTION 5.2 Compliance with the Transit Authority Lease and MaBSTOA Lease.

So long as any Related Transportation Indebtedness shall remain Outstanding:

1. The Transit Authority shall comply at all times with the obligations of the Transit Authority contained in the Transit Authority Lease, shall not allow the Transit Authority Lease to terminate or expire, and shall use its best efforts to require the City to comply with all of the obligations of the City contained in the Transit Authority Lease.

2. MaBSTOA shall comply at all times with the obligations on the part of MaBSTOA contained in the MaBSTOA Lease, shall not allow the MaBSTOA Lease to terminate or expire, and shall use its best efforts to require the City to comply with all of the obligations of the City contained in the MaBSTOA Lease.

SECTION 5.3 City Transfer of Title. If any Covered Transit Project shall consist of or include the reconstruction, rehabilitation or improvement of any property which is Leased Property, as such term is defined in the Transit Authority Lease, or which is leased by the City to MaBSTOA under the MaBSTOA Lease, the Transit Authority and MaBSTOA will, upon the request of the MTA and its representation that such transfer will facilitate such Covered Transit Project or the financing thereof, request that the City, and use their best efforts to cause the City to, transfer legal title to such property to the Transit Authority, MaBSTOA or the MTA, as the MTA shall specify; provided, however, that in the event that the MTA shall request the Transit Authority or MaBSTOA to transfer legal title to such property to the MTA, the MTA shall have agreed to the matters required in Section 6.9 of the Transit Authority Lease or Section 5.7 of the MaBSTOA Lease, as the case may be.

SECTION 5.4 Grant of Authority Regarding the Leases.

1. The Transit Authority hereby grants to the MTA and to the Trustee the right to enforce subdivision (b) of Section 14.3 and Section 19.2 of the Transit Authority Lease.
2. MaBSTOA hereby grants to the MTA and to the Trustee the right to enforce Section 10.2 and Section 16.1 of the MaBSTOA Lease.

SECTION 5.5 Conveyance of Acquired or Improved Property. If proceeds from the sale of Related Transportation Indebtedness are used to acquire or improve any real or personal property which is part of the Systems and which is not owned by the City (including property which the City is obligated to convey as contemplated by Section 5.3 hereof), neither the Transit Authority nor MaBSTOA shall convey such property, other than to the MTA or to Triborough Bridge and Tunnel Authority for purposes of their making capital improvements to the Systems, except in return for what it reasonably deems to be the fair market value thereof.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.1 Default. In the event any Related Transportation Entity shall fail to observe or refuse to comply with any covenants or agreements on their part to be observed or performed by them under this Interagency Agreement, the MTA may compel the observance or compliance with any such covenant or agreement. In the event any Related Transportation Entity shall fail to observe or refuse to comply with any covenants or agreements on their part to be observed or performed by them under this Interagency Agreement and such failure or refusal shall give rise to a default enumerated in Section 701 of the Resolution, then the Trustee or the MTA may compel the observance or compliance with any such covenant or agreement.

SECTION 6.2 Remedies.

1. Whenever any default shall have occurred and be continuing, and written notice of the default, if required, shall have been given to any Related Transportation Entity by the MTA or by the Trustee and the default shall not have been cured within any period provided therefor, the MTA or the Trustee, so long as any Related Transportation Indebtedness is Outstanding, may take whatever action at law or in equity may appear reasonably necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of such Related Transportation Entity under this Interagency Agreement; provided, however, that, unless the failure to perform and observe the obligation, agreement or covenant will result in a default under the Financing Documents, if the failure stated in the notice cannot be remedied within the applicable period, the MTA and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action has been instituted by the Related Transportation Entity in default within such period and is being diligently pursued.

2. In addition to the remedies conferred upon the MTA and the Trustee in subsection 1 hereof, upon the failure of a Related Transportation Entity to transfer or cause to be transferred when due monies received and required to be transferred to the MTA in accordance with the applicable provisions of the Financing Documents, the Related Transportation Entity shall, and the MTA and the Trustee may, take such action to require the Related Transportation Entity to, within 45 days after such failure to transfer, fix or adjust the rate or rates of fares, fees, rentals or other charges to be charged for the use of their System (or portion of a System under their jurisdiction) as shall be necessary to produce Revenues which, together with all other lawfully available moneys, shall be sufficient to allow the Related Transportation Entity to make such payments and to pay all Operating and Maintenance Expenses and all other obligations of the Related Transportation Entity within the twelve succeeding months after the date of such adjustment. Any amounts collected from a Related Transportation Entity shall be applied in accordance with the applicable provisions of the Financing Documents. MTA or the Trustee shall give written notice to the Related Transportation Entity of its intent to exercise the remedies provided in this subsection 2 not less than 15 days before the expiration of the 45 day period.

SECTION 6.3 Exclusivity of Remedies.

1. Subject to the provisions of Sections 6.1 and 6.2 hereof, the remedies conferred upon or reserved to the MTA or the Trustee in respect of any default are not intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Interagency Agreement or now or hereafter existing at law or in equity or by statute.

2. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the MTA to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

SECTION 6.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Interagency Agreement should be breached by any party and the thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 Consent to Assignment. Each Related Transportation Entity hereby consents to the assignment by the MTA to the Owners of its Obligations, and to the Trustee on their behalf, of all of the benefits and rights of the MTA provided by this Interagency Agreement.

SECTION 7.2 No Conflict with Resolution. The provisions of this Interagency Agreement are in no way intended to, nor shall such provisions, change or in any manner alter the terms of the Financing Documents or the rights and obligations of the MTA thereunder, or the security, rights or remedies of the Trustee or the Owners of the Related Transportation Indebtedness. In the event any provision of this Interagency Agreement conflicts at any time, or in any manner, with the provisions of the Financing Documents or any Related Transportation Indebtedness, the provisions of the Financing Documents or Related Transportation Indebtedness shall be controlling and conflicting provisions of this Interagency Agreement shall be completely disregarded.

SECTION 7.3 Enforcement by Trustee. The Trustee shall, so long as any Related Transportation Indebtedness is Outstanding, have the right to enforce this Interagency Agreement in its own right without joining with, or requiring the consent of, the MTA.

SECTION 7.4 Successors and Assigns.

1. This Interagency Agreement shall inure to the benefit of and shall be binding upon each Related Transportation Entity and their respective successors and assigns, subject, however, to the provisions of Section 7.9 hereof.

2. Subject to the provisions of Section 610 of the Resolution, but notwithstanding any provisions of this Interagency Agreement, a Related Transportation Entity shall, with the consent of the MTA, have the right to transfer any physical assets or routes, or the operation of any physical assets or routes, constituting a part of the Systems under the jurisdiction of such Related Transportation Entity, among the MTA, any Related Transportation Entity and any other affiliates or subsidiaries of the MTA; provided, however, that no such transfer of physical assets or routes or the creation of a separate system constituting Systems under the Resolution shall be made unless (i) such physical assets or routes were previously included or could have been included in the Transit System or the Commuter System; (ii) on the date of any proposed transfer such affiliate or subsidiary shall have a relationship to the MTA and such powers and obligations under the MTA Act which, if imposed upon the transferor by any legislative action or Final Judgment, would not have resulted in a default specified in subsection 4 of Section 701 of the Resolution, and (iii) such affiliate or subsidiary shall agree to be bound by the covenants, terms, provisions and conditions of this Interagency Agreement.

3. Nothing provided in this Interagency Agreement shall be deemed to permit the City to assume the Interagency Agreement or the Related Transportation Indebtedness.

SECTION 7.5 Severability. In the event any provision of this Interagency Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 7.6 Notices. All notices or other communications provided for in this Interagency Agreement shall be in writing and shall be delivered personally to, or sent by certified or registered mail to the respective offices of the MTA, the LIRR, the MNCRC, the Transit Authority, MaBSTOA, MTA Bus and the Trustee as follows:

If to the MTA:
Chairman
Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017

With a copy to:
General Counsel
Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017

If to the Transit Authority:
President
New York City Transit Authority
130 Livingston Street
Brooklyn, New York 11201

With a copy to:
General Counsel
New York City Transit Authority
130 Livingston Street
Brooklyn, New York 11201

If to MaBSTOA:
President
Manhattan and Bronx Surface Transit
Operating Authority
130 Livingston Street
Brooklyn, New York 11201

With a copy to:
General Counsel
Manhattan and Bronx Surface Transit
Operating Authority
130 Livingston Street
Brooklyn, New York 11201

If to the LIRR:
President
The Long Island Rail Road Company
Jamaica Station
Jamaica, New York 11435

With a copy to:
General Counsel
The Long Island Rail Road Company
Jamaica Station
Jamaica, New York 11435

If to the MNCRC:
President
Metro-North Commuter Railroad Company
347 Madison Avenue
New York, New York 10017

With a copy to:
General Counsel
Metro-North Commuter Railroad Company
347 Madison Avenue
New York, New York 10017

If to MTA Bus:
President
MTA Bus Company
341 Madison Avenue
New York, New York 10017

With a copy to:
General Counsel
Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017

If to the Trustee:
JPMorgan Chase Bank, N.A.
4 New York Plaza, 15th Floor
New York, New York 10004
Attention: Corporate Trust Administration

Each Related Transportation Entity may from time to time designate in writing other representatives with respect to receipt of notices or other communications.

SECTION 7.7 Headings. The article and section headings in this Interagency Agreement are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Interagency Agreement.

SECTION 7.8 Non-Waiver. It is understood and agreed that nothing contained in this Interagency Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Interagency Agreement.

SECTION 7.9 Parties Interested Herein. Nothing in this Interagency Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person, corporation or other entity, other than each Related Transportation Entity, the Trustee and the owners of Related Transportation Indebtedness any right, remedy or claim under or by reason of this Interagency Agreement or any covenant, condition or stipulation; and all the covenants, stipulations, promises and agreements in this Interagency Agreement by and on behalf of each Related Transportation Entity contained herein shall be for the sole and exclusive benefit of the MTA, the Trustee and the Owners of Related Transportation Indebtedness.

SECTION 7.10 Governing Law. This Interagency Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of New York.

SECTION 7.11 Interagency Agreement Represents Complete Agreement; Amendments. This Interagency Agreement represents the entire agreement among the parties. To the extent required by the Resolution, this Interagency Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Owners of Outstanding Obligations, given in accordance with the provisions of the Resolution. Notwithstanding the foregoing, this Interagency Agreement may be amended to add an Additional Related Transportation Entity as a party to this Agreement and to make any necessary modifications in connection therewith, all in accordance with the provisions of the Financing Documents.

SECTION 7.12 Counterparts. This Interagency Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.13 Effective Date. This Interagency Agreement shall take effect immediately upon its execution

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective authorized officers, all as of the day and year first above written.

METROPOLITAN TRANSPORTATION AUTHORITY

/s/ Katherine N. Lapp
Executive Director

THE LONG ISLAND RAIL ROAD COMPANY

/s/ James J. Dermody
President

METRO-NORTH COMMUTER RAILROAD COMPANY

/s/ Peter Cannito
President

NEW YORK CITY TRANSIT AUTHORITY

/s/ Lawrence Reuter
President

MANHATTAN AND BRONX SURFACE TRANSIT OPERATING AUTHORITY

/s/ Lawrence Reuter
President

MTA BUS COMPANY

/s/ Thomas J. Savage
President