

NOTICE REGARDING

\$162,660,000
METROPOLITAN TRANSPORTATION AUTHORITY
Transportation Revenue Refunding Bonds,
Series 2020B

consisting of

\$75,000,000
Transportation Revenue Refunding
Bonds,
Subseries 2020B-1

NO CUSIP

\$87,660,000
Transportation Revenue Refunding
Bonds,
Subseries 2020B-2

CUSIP: 59261AF85

This notice (“Notice”) is being filed by Metropolitan Transportation Authority (“MTA”) with respect to the private placement of its Transportation Revenue Refunding Bonds, Series 2020B (the “Series 2020B Bonds”), consisting of Transportation Revenue Refunding Bonds, Subseries 2020B-1 (the “Subseries 2020B-1 Bonds”) and Transportation Revenue Refunding Bonds, Subseries 2020B-2 (the “Subseries 2020B-2 Bonds”), on March 27, 2020 (the “Issue Date”). The Series 2020B Bonds were issued pursuant to the General Resolution Authorizing Transportation Revenue Obligations adopted by MTA on March 26, 2002 (the “General Resolution”), as supplemented by the Multiple Series Transportation Revenue Refunding Bond Supplemental Resolution, adopted by MTA on December 18, 2019 (the “Supplemental Resolution” and, together with the General Resolution, the “Resolution”), and a Certificate of Determination Relating to Metropolitan Transportation Authority Transportation Revenue Refunding Bonds, Series 2020B (the “Certificate of Determination”). A summary of the Transportation Resolution may be found on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. The Series 2020B Bonds were issued to refund certain MTA Hudson Rail Yards Trust Obligations, Series 2016A previously issued, to finance or refinance transit and commuter projects. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Certificate of Determination, a copy of which is attached hereto as **EXHIBIT A**.

On the Issue Date, (i) the Subseries 2020B-1 Bonds were purchased, pursuant to a Continuing Covenant Agreement, dated as of March 27, 2020, between MTA and PNC Bank, National Association, as purchaser (the “Subseries 2020B-1 Continuing Covenant Agreement”), and (ii) the Subseries 2020B-2 Bonds were purchased, pursuant to a Continuing Covenant Agreement, dated as of March 27, 2020, between MTA and Bank of America, N.A., as purchaser (the “Subseries 2020B-2 Continuing Covenant Agreement”). Copies of each of the Subseries 2020B-1 Continuing Covenant Agreement and the Subseries 2020B-2 Continuing Covenant Agreement are attached hereto as **EXHIBIT B-1** and **EXHIBIT B-2**, respectively.

Additional terms relating to the Series 2020B Bonds, including, but not limited to, provisions regarding (i) the interest rate borne by each subseries of the Series 2020B Bonds and (ii) the failure to remarket the Series 2020B Bonds of each subseries on their respective Mandatory Tender Dates are provided in the Certificate of Determination.

This Notice does not constitute an offer to sell or the solicitation of an offer to buy any securities.

Dated: March 30, 2020

EXHIBIT A

CERTIFICATE OF DETERMINATION

**CERTIFICATE OF DETERMINATION
RELATING TO
METROPOLITAN TRANSPORTATION AUTHORITY
TRANSPORTATION REVENUE REFUNDING BONDS, SERIES 2020B**

Pursuant to the General Resolution Authorizing Transportation Revenue Obligations adopted by the Board of the Metropolitan Transportation Authority (the “Issuer”) on March 26, 2002 (the “Bond Resolution”), as supplemented and amended to the date hereof, including as supplemented by the Multiple Series Transportation Revenue Refunding Bond Supplemental Resolution, adopted by the Board of the Issuer on December 18, 2019 (the “Supplemental Resolution”). The Supplemental Resolution and the Bond Resolution are collectively referred to as the “Resolution”.

I, Patrick J. McCoy, Director, Finance of the Issuer, in accordance with Section 2.09 of the Supplemental Resolution, DO HEREBY DETERMINE as of March 27, 2020, as follows:

1. The Bank of New York Mellon is hereby appointed as Trustee and Paying Agent for the hereinafter defined Series 2020B Bonds.

2. The Issuer has approved the entering into of a Calculation Agency Agreement, dated March 27, 2020, with The Bank of New York Mellon, as Calculation Agent, relating to the Series 2020B Bonds, and has authorized the execution and delivery of such agreement.

3. A Series of Transportation Revenue Obligations is hereby authorized pursuant to the Supplemental Resolution, which are hereby designated as “Transportation Revenue Refunding Bonds, Subseries 2020B-1” (the “Subseries 2020B-1 Bonds”). The Subseries 2020B-1 Bonds shall be issued as Tax-Exempt Obligations.

4. A Series of Transportation Revenue Obligations is hereby authorized pursuant to the Supplemental Resolution, which are hereby designated as “Transportation Revenue Refunding Bonds, Subseries 2020B-2” (the “Subseries 2020B-2 Bonds”, and together with the Subseries 2020B-1 Bonds, the “Series 2020B Bonds”). The Subseries 2020B-2 Bonds shall be issued as Tax-Exempt Obligations.

5. The purpose for which the Series 2020B Bonds are being issued is to provide for the refunding of the \$162,660,000 MTA Hudson Rail Yards Trust Obligations, Series 2016A, maturing November 15, 2046.

6. The Subseries 2020B-1 Bonds shall be issued in a Term Rate Mode bearing interest at a Term Rate, defined below, and sold in a direct purchase, and the purchase price for the Subseries 2020B-1 Bonds to be paid to or upon the order of the Issuer by PNC Bank, National Association (the “Subseries 2020B-1 Purchaser”), the purchaser of the Subseries 2020B-1 Bonds, pursuant to the Continuing Covenant Agreement, dated as of March 27, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “2020B-1 Continuing Covenant Agreement”) between the Issuer and The Subseries 2020B-1 Purchaser, shall be \$75,000,000. The Subseries 2020B-1 Purchaser shall pay the purchase price to the Trustee for application in accordance with this Certificate of Determination.

7. The Subseries 2020B-2 Bonds shall be issued in a Term Rate Mode bearing interest at a Term Rate and sold in a direct purchase, and the purchase price for the Subseries 2020B-2 Bonds to be paid to or upon the order of the Issuer by Bank of America, N.A. (the “Subseries 2020B-2 Purchaser”), the purchaser of the Subseries 2020B-2 Bonds, pursuant to the Continuing Covenant Agreement, dated as of March 27, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “2020B-2 Continuing Covenant Agreement”) between the Issuer and The Subseries 2020B-2 Purchaser, shall be

\$87,660,000. The Subseries 2020B-2 Purchaser shall pay the purchase price to the Trustee for application in accordance with this Certificate of Determination.

8. The amount of the proceeds of the Series 2020B Bonds that are to be applied to refunding the MTA Hudson Rail Yards Trust Obligations, Series 2016A pursuant to Section 3.01(a) of the Supplemental Resolution is \$162,660,000.

9. None of the proceeds of the Series 2020B Bonds will be used to pay Costs of Issuance of the Series 2020B Bonds.

10. There being no accrued interest with respect to the Series 2020B Bonds as of the date hereof, no portion of the proceeds of the Series 2020B Bonds shall be deposited to the Debt Service Fund.

11. None of the proceeds of the Series 2020B Bonds are to be applied to the payment of capitalized interest.

12. Except as otherwise provided herein, the Certificate of Determination Provisions for Multi-Modal Obligations appended hereto as **Appendix A** (“**Appendix A**”) constitute an integral part of this Certificate of Determination and have the same force and effect as if set forth in the forepart of this Certificate of Determination.

13. The Series 2020B Bonds of each subseries shall be dated the date of delivery and shall bear interest from such date in accordance with this Certificate of Determination, including **Appendix A**. Interest on the Subseries 2020B-1 Bonds shall be calculated on the basis of a 360-day year and the actual number of days elapsed. Interest on the Subseries 2020B-2 Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months. The Subseries 2020B-1 Bonds shall mature on November 15, 2046 and the Subseries 2020B-2 Bonds shall mature on November 15, 2046. The Series 2020B Bonds are not subject to Sinking Fund Installments.

14. (a) The Series 2020B Bonds shall be initially issued in a Term Rate Mode. The interest rate for the Subseries 2020B-1 Bonds for the period commencing on and including the date hereof and ending on, but not including the Mandatory Tender Date (the “Subseries 2020B-1 Term Rate Period”) with respect to the Subseries 2020B-1 Bonds (which shall be April 1, 2021) (the “Subseries 2020B-1 Mandatory Tender Date”), shall be 2.00% plus the Subseries 2020B-1 Applicable Margin per annum. The interest rate for the Subseries 2020B-2 Bonds for the period commencing on and including the date hereof and ending on, but not including the Mandatory Tender Date (the “Subseries 2020B-2 Term Rate Period”) with respect to the Subseries 2020B-2 Bonds (which shall be March 24, 2022) (the “Subseries 2020B-2 Mandatory Tender Date”), shall be 1.77% plus the Subseries 2020B-2 Applicable Margin per annum. Payments of the Subseries 2020B-1 Applicable Margin and the Subseries 2020B-2 Applicable Margin, if any, will be treated as a fee and not as additional tax-exempt interest on the Series 2020B Bonds. Interest on the Subseries 2020B-1 Bonds shall be payable on the first Business Day of each month commencing May 1, 2020. Interest on the Subseries 2020B-2 Bonds shall be payable on each June 1 and December 1, commencing June 1, 2020.

(b) “Subseries 2020B-1 Applicable Margin” means a rate per annum associated with the Level corresponding to the lowest long-term unenhanced debt rating(s) assigned by any of Moody’s, Fitch or S&P to any Parity Debt (each, a “Rating”), as specified below:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	APPLICABLE MARGIN
Level 1	A3 or above	A- or above	A- or above	0.000%
Level 2	Baa1	BBB+	BBB+	0.1875%
Level 3	Baa2	BBB	BBB	0.3750%
Level 4	Baa3	BBB-	BBB-	0.5625%
Level 5	Below Baa3	Below BBB-	Below BBB-	Subseries 2020B-1 Default Rate

In the event of split Ratings (i.e., one of the Rating Agencies' Rating is at a different Level than the Rating of another Rating Agency), the Applicable Spread shall be based upon the Level in which the lowest Rating(s) appears. Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date that the change in such Rating is published by such Rating Agency. References to Ratings above are references to rating categories as presently determined by the Rating Agencies (as defined in the 2020B-1 Continuing Covenant Agreement) and in the event of adoption of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. In the event that any Rating is suspended, withdrawn or otherwise unavailable (other than as a result of debt maturity, redemption, defeasance, non-application or non-provision of information) from any Rating Agency or upon the occurrence and during the continuance of an Event of Default (as defined in the 2020B-1 Continuing Covenant Agreement), the Applicable Margin shall equal the Subseries 2020B-1 Default Rate.

- (c) "Subseries 2020B-2 Applicable Margin" means a rate per annum associated with the Level corresponding to the lowest long-term unenhanced debt rating(s) assigned by any of Moody's, Fitch or S&P to any Parity Debt (each, a "Rating"), as specified below:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	APPLICABLE MARGIN
Level 1	A3 or above	A- or above	A- or above	0.00%
Level 2	Baa1	BBB+	BBB+	0.19%
Level 3	Baa2	BBB	BBB	0.44%
Level 4	Baa3	BBB-	BBB-	0.76%
Level 5	Below Baa3	Below BBB-	Below BBB-	Subseries 2020B-2 Default Rate

In the event of split Ratings (i.e., one of the Rating Agencies' Rating is at a different Level than the Rating of another Rating Agency), the Applicable Spread shall be based upon the Level in which the lowest Rating(s) appears. Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date that the change in such Rating is published by such Rating Agency. References to Ratings above are references to rating categories as presently determined by the Rating Agencies (as defined in the 2020B-2 Continuing Covenant Agreement) and in the event of adoption

of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. In the event that any Rating is suspended, withdrawn or otherwise unavailable (other than as a result of debt maturity, redemption, defeasance, non-application or non-provision of information) from any Rating Agency or upon the occurrence and during the continuance of an Event of Default (as defined in the 2020B-2 Continuing Covenant Agreement), the Applicable Margin shall equal the Subseries 2020B-2 Default Rate.

15. The Record Date for the payment of principal of and interest on the Subseries 2020B-1 Bonds shall be the Business Day next preceding each principal and interest payment date. The Record Date for the payment of principal of and interest on the Subseries 2020B-2 Bonds shall be 15 days prior to each principal and interest payment date.

16. The Series 2020B Bonds of a subseries are subject to redemption prior to maturity as a whole or in part (with respect to the Subseries 2020B-2 Bonds, in accordance with procedures of DTC, so long as DTC is the Owner, and with respect to the Subseries 2020B-1 Bonds and if DTC is not the owner of the Subseries 2020B-1 Bonds, by lot in such manner as the Trustee in its discretion deems proper), on any Business Day, subject to applicable notice, at the Redemption Price equal to the principal amount thereof, including any Cost of Prepayment as described in Section 2.06 of the 2020B-1 Continuing Covenant Agreement and including any Make-Whole Premium as described in Section 2.06 of the 2020B-2 Continuing Covenant Agreement, plus accrued interest up to but not including the redemption date.

17. With respect to the Subseries 2020B-1 Bonds and if the Subseries 2020B-1 Bonds are not held in book-entry-only form, then the Trustee must mail redemption notices directly to bondholders not later than 10:00 a.m. five (5) days prior to any date of redemption as described in Section 2.06 of the 2020B-1 Continuing Covenant Agreement. So long as DTC is the securities depository for the Subseries 2020B-2 Bonds, the Trustee must mail redemption notices to DTC at least 20 days before the redemption date or, if agreed to by DTC, not later than 10:00 a.m. five (5) days prior to any date of redemption as described in Section 2.06 of the 2020B-2 Continuing Covenant Agreement. A redemption of the Subseries 2020B-2 Bonds is valid and effective even if DTC's procedures for notice should fail. Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of money sufficient to pay the Redemption Price or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before the payment of the Redemption Price if any such condition so specified is not satisfied or if any such other event occurs.

18. If the Trustee gives an unconditional notice of redemption, then on the redemption date the Series 2020B Bonds called for redemption will become due and payable. If the Trustee gives a conditional notice of redemption and holds money to pay the redemption price of the affected Series 2020B Bonds, then on the redemption date the Series 2020B Bonds called for redemption will become due and payable. In either case, if on the redemption date the Trustee holds money to pay the Series 2020B Bonds called for redemption, thereafter no interest will accrue on those Series 2020B Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Series 2020B Bonds.

19. In accordance with Section 2.09(1)(j) of the Supplemental Resolution, the Issuer hereby authorizes and approves the execution and delivery of the 2020B-1 Continuing Covenant Agreement.

20. In accordance with Section 2.09(1)(j) of the Supplemental Resolution, the Issuer hereby authorizes and approves the execution and delivery of the 2020B-2 Continuing Covenant Agreement.

21. The following provisions and definitions are hereby made applicable to the Series 2020B Bonds as long as such Bonds are subject to a Term Rate Mode:

- (a) Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the 2020B-1 Continuing Covenant Agreement with respect to the Subseries 2020B-1 Bonds and in the 2020B-2 Continuing Covenant Agreement with respect to the Subseries 2020B-2 Bonds.
- (b) In the event an Event of Taxability occurs as such date is established pursuant to a Determination of Taxability occurs, to the extent not payable to each Bondholder under the terms of the Resolution and the Bonds, the Issuer has agreed to pay the additional amounts set forth pursuant to the provisions of Section 2.05 of the respective Continuing Covenant Agreement.
- (c) In the event the Bondholders have not received the payment of the principal of all Outstanding Series 2020B Bonds on their respective Mandatory Tender Date, the Issuer shall cause the principal amount of each subseries of such Series 2020B Bonds to be redeemed in ten substantially equal installments as to principal, payable on each Stated Principal Payment Date to occur following the Mandatory Tender Date, to and including the tenth Stated Principal Payment Date to occur after such Mandatory Tender Date; *provided, however*, the Series 2020B Bonds shall be paid in full no later than the related Amortization End Date, all as provided in Section 3.02(a) of the respective Continuing Covenant Agreement. From and after the respective Mandatory Tender Date of each subseries of such Series 2020B Bonds, the Bonds shall constitute Unremarketed Bonds and shall bear interest at the Purchaser Rate as defined in the respective Continuing Covenant Agreement.
- (d) Upon the occurrence of a Credit Event of Default (as defined in the respective Continuing Covenant Agreement) and direction by the Purchaser for the respective Series 2020 Bonds to begin amortizing, the Issuer shall cause the principal amount of the Series 2020 Bonds to be redeemed in ten substantially equal installments as to principal, payable on each Stated Principal Payment Date to occur following the Credit Event of Default Amortization Commencement Date, to and including the tenth Stated Principal Payment Date to occur after such Credit Event of Default Amortization Commencement Date; *provided, however*, the Series 2020 Bonds shall be paid in full no later than the related Amortization End Date, all as provided in Section 3.02(a) of the respective Continuing Covenant Agreement. From and after such Credit Event of Default each subseries of such Series 2020B Bonds, shall bear interest at the Subseries 2020B-1 Default Rate or the Subseries 2020B-2 Default Rate, as applicable, as defined in the respective Continuing Covenant Agreement.
- (e) Upon the occurrence of an Event of Default under the Resolution or under the Subseries 2020B-1 Continuing Covenant Agreement, the Subseries 2020B-1 Bonds shall bear interest at the Subseries 2020B-1 Default Rate and upon the occurrence of an Event of Default under the Resolution or under the Subseries 2020B-2 Continuing Covenant Agreement the Subseries 2020B-2 Bonds shall bear interest at the Subseries 2020B-2 Default Rate.

22. For the limited purposes of the accelerated principal amortization permitted by Section A-202.4 of the Bond Resolution and required by Section 3.02 of the 2020B-1 Continuing Covenant Agreement or the 2020B-2 Continuing Covenant Agreement, as applicable, the obligation of the Issuer with respect to the redemption of principal of Bonds on an accelerated basis, shall be deemed a Parity Reimbursement Obligation, as and to the extent permitted by Section A-202.4 of the Bond Resolution. The Subseries 2020B-1 Bonds (including Unremarketed Bonds), the Subseries 2020B-2 Bonds (including Unremarketed Bonds) and all Parity Reimbursement Obligations shall be secured on a parity with all other Obligations and Parity Debt by a pledge of and lien on, and shall be payable from, the Trust Estate as provided by, and subject to the terms of, the Bond Resolution. All other amounts payable under the 2020B-1 Continuing Covenant Agreement (including amounts payable under Sections 2.02, 2.03, 8.04 and 8.11 of the 2020B-1 Continuing Covenant Agreement) or the 2020B-2 Continuing Covenant Agreement (including amounts payable under Sections 2.02, 2.03, 8.04 and 8.11 of the 2020B-2 Continuing Covenant Agreement) shall constitute Operating and Maintenance Expenses payable from Revenues as provided in the Bond Resolution.

23. In accordance with Section 2.09(1)(h) of the Supplemental Resolution, the appropriate provisions of Section A-309 of the Bond Resolution and the following provisions are hereby made applicable to the Series 2020B Bonds:

(a) The Subseries 2020B-2 Bonds shall be issuable in fully registered form, subject to the provisions of a book-entry only system, in the case of the Subseries 2020B-2 Bonds, in Authorized Denominations. The Subseries 2020B-1 Bonds shall be registered in the name of the Subseries 2020B-1 Bondholder. Unless the Issuer shall otherwise direct, the Subseries 2020B-1 Bonds shall be lettered 20B-1- followed by the number of the Subseries 2020B-1 Bond and the Subseries 2020B-2 Bonds shall be lettered 20B-2- followed by the number of the Subseries 2020B-2 Bond.

(b) DTC is hereby appointed as the initial Securities Depository for the Subseries 2020B-2 Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Subseries 2020B-2 Bonds. The Issuer and any Fiduciary, and any agent of the Issuer or any Fiduciary, may treat any Securities Depository Nominee in whose name any Subseries 2020B-2 Bond is registered as the Owner of such Subseries 2020B-2 Bond for all purposes under the Resolution. For so long as the Securities Depository Nominee is the registered owner of the Subseries 2020B-2 Bonds, procedures with respect to the transfer of ownership of, redemption of and payment of principal of, Purchase Price, Redemption Price, if any, and interest on such Subseries 2020B-2 Bonds so held shall be in accordance with arrangements among the Trustee, the Issuer and the Securities Depository.

(c) Except as otherwise provided herein with respect to the Series 2020B Bonds in book-entry only form, the principal and Redemption Price of the Series 2020B Bonds shall be payable to the registered owner of each Series 2020B Bond in accordance with **Appendix A**. For so long as the Securities Depository Nominee is the registered owner of the Subseries 2020B-2 Bonds, payment of semiannual interest on any Subseries 2020B-2 Bond shall be made by wire transfer of same day funds to the account of the Securities Depository Nominee on the interest payment date for the Subseries 2020B-2 Bonds. In the event the book-entry-only system is discontinued with respect to the Subseries 2020B-2 Bonds, interest on the Subseries 2020B-2 Bonds shall be paid as provided in **Appendix A**.

24. The Issuer hereby represents and warrants that under the Issuer Act (i) the pledge set forth in subsection 1 of Section 501 of the Resolution is and shall be valid and binding with respect to the Series 2020BB Bonds from and after the date of issuance and delivery of the Series 2020B Bonds, and the items set forth in such pledge are and shall be immediately subject to the lien of such pledge without any physical delivery thereof or further act and the lien of such pledge is and shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of

whether such parties have notice thereof; and (ii) neither the Resolution nor any other instrument need be recorded or filed to protect the pledge set forth in subsection 1 of Section 501.

25. Subject to the provisions of the Resolution, the form of registered Series 2020B Bonds, and the Trustee's certificate of authentication, shall be substantially in the form set forth in Appendix B hereto.

26. Upon sale or transfer of all or a portion of the Series 2020B Bonds to a Non-Purchaser Transferee, pursuant to and as defined in Section 8.08(c) of the 2020B-1 Continuing Covenant Agreement or the 2020B-2 Continuing Covenant Agreement, as applicable, such Non-Purchaser Transferee shall deliver an investor letter in substantially the form attached hereto as Exhibit A.

27. For purposes of Section A-703 of **Appendix A**, the address, phone number and fax number for the Issuer, the Trustee, the Credit Facility Issuers and the Rating Agencies shall be as follows:

(a) As to the Issuer: Metropolitan Transportation Authority
[Redacted]
[Redacted]
[Redacted]
[Redacted]

(b) As to the Trustee: The Bank of New York Mellon
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

(c) As to The Subseries 2020B-1 Purchaser: PNC Bank, National Association
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

with a copy to:

PNC Bank, National Association
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

This certificate is a Certificate of Determination within the meaning of the Supplemental Resolution and the Bond Resolution and is executed pursuant to and in accordance with the delegation of authority authorized by and contained in Section 2.09 of the Supplemental Resolution.

[Remainder of page intentionally left blank; signature follows.]

All terms used in this Certificate of Determination and not otherwise defined herein or in **Appendix A** shall have the meanings given to them in the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date set forth above.

METROPOLITAN TRANSPORTATION
AUTHORITY



[Signature Page to MTA TRB 2020B Certificate of Determination]

**CERTIFICATE OF DETERMINATION PROVISIONS
FOR MULTI-MODAL OBLIGATIONS**

TABLE OF CONTENTS

**CERTIFICATE OF DETERMINATION PROVISIONS
FOR MULTI-MODAL OBLIGATIONS**

**ARTICLE A-I
DEFINITIONS**

Section A-101. Definitions..... 1
Section A-102. Rules of Construction 10

**ARTICLE A-II
INTEREST RATE MODES, INTEREST RATES AND PAYMENT**

Section A-201. Denominations; Medium, Method and Place of Payment of Principal and Interest10
Section A-202. Determination of Interest Rates and Interest Rate Periods During Commercial Paper Mode 11
Section A-203. Determination of Interest Rate During Daily Mode 12
Section A-204. Determination of Interest Rate During Weekly Mode..... 13
Section A-205. Determination of Term Rate(s) and Fixed Rate..... 13
Section A-206. Alternate Rate for Interest Calculation 15
Section A-207. [Reserved] 15
Section A-208. Changes in Mode 15
Section A-209. Conversion from Taxable to Tax-Exempt Obligations..... 18
Section A-210. Payment of Regularly Scheduled Principal and Interest by the Authority 20

**ARTICLE A-III
REDEMPTION OF BONDS OF EACH SERIES**

Section A-301. Optional Redemption 20
Section A-302. [Reserved] 21
Section A-303. Redemption of Bank Bonds 21
Section A-304. Bank Bonds To Be Redeemed First; Redemption in Part..... 21

**ARTICLE A-IV
PURCHASE OF BONDS**

Section A-401. Optional Tenders of Bonds in Daily Mode and Weekly Mode 22
Section A-402. Mandatory Purchase at End of Commercial Paper Mode Interest Rate Periods

Section A-403.	Mandatory Purchase on Any Mode Change Date and Tax-Exempt Conversion Date	23
Section A-404.	Mandatory Purchase at End of each Term Rate Mode Interest Rate Period ..	23
Section A-405.	Mandatory Purchase of Bonds in Term Rate Mode at Reset Date	23
Section A-406.	Mandatory Purchase Upon Expiration Date, Termination Tender Date, Interest Non-Reinstatement Date and Substitution Date	23
Section A-407.	Notice of Mandatory Tender for Purchase.....	24
Section A-408.	Purchase Fund.....	26
Section A-409.	Remarketing of Bonds of a Series; Notices	27
Section A-410.	Source of Funds for Purchase of Bonds of a Series.....	28
Section A-411.	Delivery of Bonds	29
Section A-412.	Bonds Deemed Purchased; Delayed Remarketing Period	30
Section A-413.	Delivery and Payment for Purchased Bonds of a Series; Undelivered Bonds	31
Section A-414.	Draws on Liquidity Facility	32

ARTICLE A-V
LIQUIDITY FACILITIES AND CREDIT FACILITIES

Section A-501.	Liquidity Facility and Credit Facility	32
Section A-502.	Direct-Pay Credit Facility Drawing Account	34

ARTICLE A-VI
AGENTS

Section A-601.	Remarketing Agent	36
Section A-602.	Tender Agent	36

ARTICLE A-VII
MISCELLANEOUS

Section A-701.	No Defeasance of Bonds in Daily or Weekly Mode.....	37
Section A-702.	Modifications or Amendments to the Resolution	37
Section A-703.	Notices	38
Section A-704.	Notice By Trustee Relating to a Suspension Event	39

**CERTIFICATE OF DETERMINATION PROVISIONS
FOR MULTI-MODAL OBLIGATIONS**

ARTICLE A-I

DEFINITIONS

Section A-101. Definitions. Capitalized terms used but not otherwise defined in this Appendix A shall have the meanings set forth in the forepart of the Certificate of Determination to which this Appendix A is appended. The following terms shall, for all purposes herein and (except as the context may otherwise require) in the forepart of the Certificate of Determination to which this Appendix A is appended, have the following meanings:

Alternate Credit Facility means a Credit Facility that is issued in substitution for a then-existing Credit Facility in accordance with, and pursuant to, Section A-501 hereof, as the same may be amended or supplemented from time to time.

Alternate Liquidity Facility means a Liquidity Facility that is issued in substitution for a then-existing Liquidity Facility in accordance with, and pursuant to, Section A-501 hereof, as the same may be amended or supplemented from time to time.

Alternate Rate means, on any Rate Determination Date, (i) with respect to Bonds of a Series that are issued as Tax-Exempt Obligations, 110% of the SIFMA Index or if the SIFMA Index is no longer published, the S&P Municipal Bond 7 Day High-Grade Index, or if neither the SIFMA Index nor the S&P Municipal Bond 7 Day High-Grade Index are published, an index or a rate selected or determined by the Remarketing Agent and consented to by the Authority, the Trustee and the Credit Facility Issuer, and (ii) with respect to Bonds of a Series that are issued as Taxable Obligations, the One Month LIBOR Rate or if the One Month LIBOR Rate is no longer published, an index or a rate selected or determined by the Remarketing Agent and consented to by the Authority.

Authorized Denominations means with respect to Bonds of a Series (i) in a Commercial Paper Mode, Daily Mode or Weekly Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof and (ii) in a Term Rate Mode or Fixed Rate Mode, \$5,000 and any integral multiple thereof, provided, however, that if as a result of the change in the Mode of the Bonds of a Series from a Term Rate Mode to a Commercial Paper Mode, Daily Mode or Weekly Mode, it is not possible to deliver all the Bonds of a Series required or permitted to be Outstanding in a denomination permitted above, Bonds of a Series may be delivered, to the extent necessary, in different denominations.

Bank Bond means any Bond of a Series during any period commencing on the day such Bond is owned by or held on behalf of the Liquidity Facility Issuer or its permitted assignee as a result of such Bond having been purchased pursuant to Article A-IV hereof from the proceeds of a draw under the Liquidity Facility and ending when such Bond is, pursuant to the provisions of the Liquidity Facility, no longer deemed to be a Bank Bond.

Bank Bond Maximum Rate means twenty-five (25%) per annum or such higher rate as determined by the Authority's Board and consented to by the Credit Facility Issuer.

Bank Interest Rate means with respect to any amounts owing under any Bank Bond, the rate of interest which is (i) applicable to the amounts owing under such Bank Bond as specified in and computed in accordance with the Liquidity Facility and (ii) not in excess of the Maximum Rate.

Bonds or Bonds of a Series and words of like import shall mean any Obligations or Series of Obligations authorized pursuant to the Supplemental Resolution and issued in accordance with the forepart of the Certificate of Determination, or all such Obligations or Series collectively, as the context may require.

Business Day means a day other than (i) a Saturday and Sunday, (ii) a day on which the Trustee, the Tender Agent, the Remarketing Agent, the Credit Facility Issuer, the Liquidity Facility Issuer or banks and trust companies in New York, New York are authorized or required to remain closed, (iii) a day on which the New York Stock Exchange is closed, or (iv) a day on which the services of DTC are not available for the transfer or movement of monies.

Calculation Agent means the Person, if any, appointed as Calculation Agent pursuant to the Certificate of Determination for the applicable Series of Bonds.

Certificate of Determination shall mean the Certificate of Determination to which this Appendix A is appended and of which this Appendix A constitutes an integral part.

Closing Date when used with respect to the Bonds of a Series, means the date on which such Bonds are first issued, sold and delivered.

Commercial Paper Mode means the mode during which the duration of the Interest Rate Periods and the interest rates are determined under Section A-202 hereof.

Commercial Paper Rate Bond means any Bond of a Series while in a Commercial Paper Mode.

Credit Facility means a Credit Facility (as defined in the Resolution but excluding, for purposes of this Appendix A, any Liquidity Facility as defined below) which is obtained by the Authority pursuant to Section A-501 hereof and that provides (to the extent, and subject to the terms and conditions, set forth therein) for the payment of principal of and interest on the Bonds of a Series becoming due and payable during the term thereof, as the same may be amended or supplemented from time to time.

Credit Facility Issuer means the issuer of a Credit Facility.

Current Mode has the meaning specified in Section A-208(b) hereof.

Daily Mode means the mode during which Bonds of a Series bear interest at a Daily Rate.

Daily Rate means an interest rate determined pursuant to Section A-203 hereof.

Delayed Remarketing Period has the meaning given such term in Section A-412(c).

Differential Interest Amount has the meaning specified in Section A-201 hereof.

Direct-Pay Credit Facility means a Credit Facility that is issued in the form of a direct-pay letter of credit.

Direct-Pay Credit Facility Drawing Account means the account that may be established pursuant to Section A-502 hereof.

DTC shall mean The Depository Trust Company, New York, New York, or its successors.

Electronic Means means telecopy, facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth in this definition.

Expiration Date means, with respect to a Credit Facility or Liquidity Facility with respect to the Bonds of a Series, the stated expiration date of such Credit Facility or Liquidity Facility, or such stated expiration date as it may be extended from time to time as provided therein; provided, however, that the "Expiration Date" shall not mean any date upon which a Credit Facility or Liquidity Facility is no longer effective by reason of its Termination Date, the date on which all Bonds of such Series bear interest at a Fixed Rate or the expiration of such Credit Facility or Liquidity Facility by reason of the obtaining of an Alternate Credit Facility or Alternate Liquidity Facility.

Expiration Tender Date shall have the meaning set forth in clause (i) of Section A-406 hereof.

Favorable Opinion of Bond Counsel means, with respect to any action the occurrence of which requires such an opinion, an unqualified Counsel's Opinion to the effect that such action is permitted under the Authority Act and the Resolution and, in the case of Bonds of a Series that are issued as Tax-Exempt Obligations, that such action will not impair the exclusion of interest on such Bonds from gross income for purposes of federal income taxation (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of the Bonds).

Fixed Rate means an interest rate fixed to the Maturity Date of the Bonds of a Series.

Fixed Rate Mode means the period during which Bonds of a Series bear interest at a Fixed Rate.

Interest Non-Reinstatement Tender Date shall have the meaning set forth in clause (iii) of Section A-406 hereof.

Interest Payment Date means the following dates upon which interest is payable on Bonds of a Series:

(a) the Maturity Date, any Tax-Exempt Conversion Date or any Mode Change Date;

(b) with respect to a Commercial Paper Rate Bond, the Business Day following the last day of the Interest Rate Period therefor;

(c) with respect to the Daily Mode and the Weekly Mode, the first Business Day of each calendar month;

(d) with respect to the Term Rate Mode (other than in the case of a Term Rate Mode in which the Bonds bear interest at a variable rate based upon an index), each May 15 and November 15 prior to the Purchase Date and the Purchase Date;

(e) with respect to the Term Rate Mode in which the Bonds bear interest at a variable rate based upon an index, the first Business Day of each month prior to the Purchase Date and each Mandatory Purchase Date;

(f) [reserved];

(g) with respect to the Fixed Rate Mode, each May 15 and November 15, provided that the Interest Payment Dates for the Fixed Rate Mode may be changed in connection with the conversion to such Mode upon receipt of a Favorable Opinion of Bond Counsel; and

(h) with respect to a Bank Bond, each date that is specified as a date on which interest is payable thereon pursuant to the Liquidity Facility under which such Bank Bond was purchased.

Interest Rate Period means the period of time that any interest rate remains in effect, which period:

(i) with respect to a Commercial Paper Rate Bond, shall be the period of time established by the Remarketing Agent pursuant to Section A-202 hereof;

(ii) with respect to Bonds of a Series in the Daily Mode, shall be the period from and including the Closing Date (if initially issued in the Daily Mode), the Mode Change Date that they began to bear interest at the Daily Rate or the Tax-Exempt Conversion Date that they began to bear interest at the Daily Rate as Tax-Exempt Obligations to and excluding the next Business Day and thereafter commencing on each Business Day to and excluding the next Business Day;

(iii) with respect to Bonds of a Series in the Weekly Mode, shall be the period from and including the Closing Date (if initially issued in the Weekly Mode), the Mode Change Date that they began to bear interest at the Weekly Rate or the Tax-Exempt Conversion Date that they began to bear interest at the Weekly Rate as Tax-Exempt Obligations to and including the following Wednesday and thereafter commencing on each Thursday to and including the earlier of the Wednesday of the following week or the day preceding any Mandatory Purchase Date or the Maturity Date;

(iv) with respect to Bonds of a Series in the Term Rate Mode, shall be the period from and including the Closing Date (if initially issued in the Term Rate Mode), the Mode Change Date that they began to bear interest at the Term Rate or the Tax-Exempt Conversion Date that they began to bear interest at the Term Rate as Tax-Exempt Obligations to and including the date selected by the Authority prior to the Closing Date or the Mode Change Date, as the case may be, as the last day upon which an interest rate determined by the Remarketing Agent pursuant to Section A-205 hereof shall be in effect and thereafter shall be the period beginning on the day after the end of the prior Interest Rate Period and ending on the date selected by the Authority prior to the end of such Interest Rate Period as the last day upon which an interest rate determined by the Remarketing Agent pursuant to Section A-205 hereof shall be in effect; provided, that no Interest Rate Period shall extend beyond the day preceding any Mandatory Purchase Date or the Maturity Date; and

(v) with respect to Bonds of a Series in the Fixed Rate Mode, shall be the period from and including the Mode Change Date that they began to bear interest at the Fixed Rate to and including the Maturity Date.

Liquidity and Credit Amount means at any time:

(i) in the case of a Credit Facility and/or a Liquidity Facility that is not also a Direct-Pay Credit Facility and with respect to (a) Commercial Paper Rate Bonds, an amount as shall then be available to be drawn under the Liquidity Facility and Credit Facility applicable thereto for the payment of principal of and interest on such Commercial Paper Rate Bonds; (b) the Bonds of a Series bearing interest at the Daily Rate or Weekly Rate, an amount to pay the Purchase Price equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of the Bonds of the Series then Outstanding plus an interest amount equal to 53 days' interest thereon calculated at the Maximum Rate in accordance with Section A-201 hereof; and (c) the Bonds of a Series in the Term Rate Mode, an amount equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of such Bonds then Outstanding plus an interest amount equal to 187 days' (or such other number of days as may be required by S&P, Fitch or Moody's) interest thereon calculated at the then applicable Term Rate; and

(ii) in the case of a Credit Facility and/or a Liquidity Facility that is also a Direct-Pay Credit Facility and with respect to (a) Commercial Paper Rate Bonds, an amount as shall then be available to be drawn under the Liquidity Facility and Credit Facility applicable thereto for the payment of principal of and interest on such Commercial Paper Rate Bonds; (b) the Bonds of a Series bearing interest at the Daily Rate or Weekly Rate, an amount to pay the Purchase Price equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of

the Bonds of the Series then Outstanding plus an interest amount equal to 53 days' interest thereon calculated at the Maximum Rate in accordance with Section A-201 hereof; and (c) the Bonds of a Series in the Term Rate Mode, an amount equal to the principal amount (and, with respect to a Credit Facility, Redemption Price) of such Bonds then Outstanding plus an interest amount equal to 197 days' (or such other number of days as may be required by S&P, Fitch or Moody's) interest thereon calculated at the then applicable Term Rate.

Liquidity Facility means a Credit Facility (as defined in the Resolution but excluding, for purposes of this Appendix A, any Credit Facility as defined above) which is obtained by the Authority pursuant to Section A-501 hereof and that provides (to the extent, and subject to the terms and conditions, set forth therein) for the payment of the Purchase Price of Bonds of a Series tendered or deemed tendered to the Tender Agent during the term thereof, as the same may be amended or supplemented from time to time.

Liquidity Facility Issuer means the issuer of a Liquidity Facility.

Liquidity Facility Purchase Account means the account by the name created pursuant to Section A-408 hereof.

Mandatory Purchase Date means (i) the Purchase Date of Bonds of a Series in the Commercial Paper Mode or the Term Rate Mode, (ii) any Mode Change Date, (iii) any Tax-Exempt Conversion Date, (iv) the Interest Non-Reinstatement Tender Date, (v) the Substitution Date, (vi) the Expiration Tender Date, (vii) the Termination Tender Date, and (viii) any Reset Date.

Maturity Date means, with respect to any Bond of a Series, the final date specified therefor in the forepart of the Certificate of Determination.

Maximum Rate means, (i) with respect to Bonds of a Series that are issued as Tax-Exempt Obligations, the Tax-Exempt Maximum Rate or such lesser rate as may be specified in the Liquidity Facility for the Bonds of such Series, (ii) with respect to Bonds of a Series that are issued as Taxable Obligations, the Taxable Maximum Rate or such lesser rate as may be specified in the Liquidity Facility for the Bonds of such Series, and (iii) with respect to Bonds of a Series that are issued as Tax-Exempt Obligations or Taxable Obligations and that are Bank Bonds, the Bank Bond Maximum Rate; provided, however, that in no event shall the Maximum Rate on any such Tax-Exempt Obligations or Taxable Obligations exceed the maximum rate permitted by applicable law.

Mode means the Commercial Paper Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode or the Fixed Rate Mode.

Mode Change Date means, with respect to Bonds of a Series, the date one Mode terminates and another Mode begins.

Mode Change Notice shall have the meaning specified in Section A-208(a) hereof.

New Mode shall have the meaning specified in Section A-208(b) hereof.

Notice Parties means the Authority, the Trustee, the Owners, the Remarketing Agent (if any), the Tender Agent, the Credit Facility Issuer (if any) and the Liquidity Facility Issuer (if any).

One Month LIBOR Rate means, as of any date of determination, the rate for deposits in U.S. dollars for a period of one month as defined by (A) ICE Benchmark Administration (“ICE”) or such other entity assuming the responsibility of ICE in calculating the London Inter-Bank Offered Rate in the event that ICE no longer does so, and (B) calculated by their appointed calculation agent and published, as such rate appears: (i) on the Reuters Monitor Money Rates Service page LIBOR01 (or a successor page on such service) or (ii) if such rate is not available, on such other information system that provides such information, in each case as of 11:00 a.m. (London time), on such date.

Payment and Reimbursement Account means the account that may be established pursuant to Section A-502 hereof.

Principal Payment Date means any date upon which the principal amount of Bonds of a Series is due hereunder at maturity or on any Redemption Date.

Purchase Date means with respect to any Bond of a Series (i) in the Commercial Paper Mode or the Term Rate Mode, the Business Day after the last day of the Interest Rate Period applicable thereto and (ii) during the Daily Mode or Weekly Mode, any Business Day upon which such Bond is tendered or deemed tendered for purchase pursuant to Section A-401 hereof.

Purchase Fund means the fund created in Section A-408 hereof.

Purchase Price means an amount equal to the principal amount of any Bond of a Series purchased on any Purchase Date or Mandatory Purchase Date, plus accrued interest to the Purchase Date, unless otherwise provided in the Certificate of Determination and this Appendix A.

Rate Determination Date means any date on which the interest rate on any Bonds of a Series is required to be determined, being: (i) in the case of any Commercial Paper Rate Bond, the first day of each Interest Rate Period for any Commercial Paper Rate Bond; (ii) in the case of Bonds of a Series in the Daily Mode, each Business Day; (iii) in the case of any Bonds of a Series in the Weekly Mode, for any Interest Rate Period commencing on a Mode Change Date or a Tax-Exempt Conversion Date, the Business Day immediately preceding the Mode Change Date or the Tax-Exempt Conversion Date, and for any other Interest Rate Period, each Wednesday by 5:00 p.m. or, if such Wednesday is not a Business Day, the Business Day next preceding such Wednesday; (iv) in the case of any Bonds of a Series to be, or continue to be, in the Term Rate Mode or Fixed Rate Mode, a Business Day prior to the first day of an Interest Rate Period; and (v) in the case of a series of Bonds in a Term Rate Mode bearing interest at a variable rate based upon an index, such additional dates as are specified in the Certificate of Determination or any amendment thereof.

Record Date means, with respect to Bonds of a Series (i) in a Commercial Paper Mode, the day (whether or not a Business Day) next preceding each Interest Payment Date, (ii) in the Daily Mode, the Weekly Mode or the Term Rate Mode, the Business Day preceding each Interest Payment Date and (iii) in the Fixed Rate Mode, the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

Redemption Date means the date fixed for redemption of Bonds of a Series subject to redemption in any notice of redemption given in accordance with the terms hereof.

Remarketing Agent means the remarketing agent appointed pursuant to Section A-601 of this Appendix A.

Remarketing Agreement means the remarketing agreement entered into by and between the Authority and the Remarketing Agent with respect to the Bonds of a Series pursuant to which the Remarketing Agent has agreed to establish interest rates for and remarket the Bonds of such Series on the Purchase Date or the Mandatory Purchase Date at a price of not less than 100% of the principal amount thereof.

Remarketing Proceeds Account means the account by that name created in Section A-408 hereof.

Reset Date means the day following the last day of the initial Interest Rate Period for a Series of Bonds, as set forth in the Certificate of Determination applicable thereto, and any additional date established for subsequent Interest Rate Periods.

S&P Municipal Bond 7 Day High-Grade Index means the rate determined on the basis of the S&P Municipal Bond 7 Day High-Grade Index announced on Wednesday or the next preceding Business Day and as published by S&P Global.

SIFMA Index means the Securities Industry and Financial Markets Association Municipal Swap Index released by Municipal Market Data to its subscribers.

Substitution Date means:

(i) the second Business Day preceding the date that is specified in a written notice given to the Trustee, the Remarketing Agent and the Tender Agent in accordance with the Liquidity Facility or the Credit Facility as the date on which the assignment of the obligation of the Liquidity Facility Issuer or the Credit Facility Issuer under such Liquidity Facility or Credit Facility shall be effective; provided, however, that any date specified in such written notice as the effective date of such assignment shall be treated as the effective date of such assignment even if the assignment fails to occur on such date; and

(j) the date that is specified in a written notice given by the Authority to the Trustee, the Remarketing Agent and the Tender Agent as the date on which an Alternate Credit Facility or an Alternate Liquidity Facility is to be substituted for a then-existing Credit Facility or Liquidity Facility in effect pursuant to Section A-501 hereof; provided, however, that any date so specified in the written notice shall be treated as a Substitution Date only if a written notice thereof

is given to the Trustee and the Tender Agent at least sixteen (16) calendar days (or if such sixteenth calendar day is not a Business Day, the preceding Business Day) preceding such date; provided further, however, that any date so specified in the written notice shall be treated as a Substitution Date for the purposes of the Resolution even if the substitution of the Alternate Credit Facility or the Alternate Liquidity Facility fails to occur on such date.

Tax-Exempt Conversion means any conversion of the Bonds of a Series from Taxable Obligations to Tax-Exempt Obligations pursuant to Section A-209 hereof.

Tax-Exempt Conversion Date shall have the meaning specified in Section A-209(b) hereof.

Tax-Exempt Conversion Opinion means an unqualified Counsel's Opinion to the effect that the Tax-Exempt Conversion of the Bonds of a Series is permitted under the Authority Act and the Resolution and that, upon such Tax-Exempt Conversion, interest on the Bonds of such Series will be generally excluded from gross income for federal income tax purposes and exempt from personal income taxes imposed by the State or any political subdivision thereof.

Tax-Exempt Maximum Rate means nine percent (9%) per annum or such higher rate as determined from time to time by the Authority's Board.

Taxable Maximum Rate means eighteen percent (18%) per annum or such higher rate as determined by the Authority's Board.

Tender Agent means the tender agent appointed pursuant to Section A-602 hereof.

Tender Agency Agreement means the tender agency agreement entered into by and between the Tender Agent and the Authority with respect to the Bonds of a Series.

Term Rate means an interest rate determined pursuant to Section A-205 hereof.

Term Rate Mode means the mode during which Bonds of a Series bear interest at a Term Rate.

Termination Date means, with respect to a Credit Facility or a Liquidity Facility, (i) the date on which such Credit Facility or Liquidity Facility shall terminate pursuant to its terms or otherwise be terminated prior to its Expiration Date or (ii) the date on which the obligation of the Credit Facility Issuer or the Liquidity Facility Issuer to provide a loan shall terminate; provided, however, that "Termination Date" shall not mean any date upon which a Credit Facility or Liquidity Facility is no longer effective by reason of its Expiration Date.

Termination Tender Date shall have the meaning set forth in clause (ii) of Section A-406 hereof.

Weekly Mode means a period of time during which Bonds of a Series bear interest at a Weekly Rate.

Weekly Rate means an interest rate determined pursuant to Section A-204 hereof.

Section A-102. Rules of Construction. i) This Appendix A constitutes an integral part of the Certificate of Determination and, except to the extent provided in the next sentence, has the same force and effect as if set forth in the forepart of the Certificate of Determination. In the event of any conflict between this Appendix A and the forepart of the Certificate of Determination, the forepart of the Certificate of Determination shall control.

(a) References in the Certificate of Determination and in this Appendix A to Articles or Sections with “A-” preceding the number of an Article or Section are to such Article or Section of this Appendix A.

(b) To the extent that the Bonds of any Series are issued in or re-designated into two or more subseries, references in the Certificate of Determination and in this Appendix A to the Bonds of a Series shall be deemed to refer to Bonds of such subseries.

(c) Unless otherwise provided in the Certificate of Determination and this Appendix A, references in the Certificate of Determination and in this Appendix A to “time” shall be deemed to refer to New York, New York time.

ARTICLE A-II

INTEREST RATE MODES, INTEREST RATES AND PAYMENT

Section A-201. Denominations; Medium, Method and Place of Payment of Principal and Interest. The Bonds of each Series shall be issued in Authorized Denominations. The principal and Redemption Price of and interest on the Bonds of each Series shall be payable in lawful money of the United States of America. Accrued and unpaid interest on the Bonds of a Series shall be due on the Interest Payment Dates and payable by wire transfer of immediately available funds to the account specified by the Owner in a written direction received by the Trustee on or prior to a Record Date or, if no such account number is furnished, by check mailed by the Trustee to the Owner at the address appearing on the books required to be kept by the Trustee pursuant to the Resolution. The payment of the Purchase Price of Bonds of a Series on any Purchase Date or Mandatory Purchase Date, as the case may be, shall be made by wire transfer in immediately available funds by the Tender Agent to the account specified by the Owner in a written direction received by the Tender Agent or, if no such account number is furnished, by check mailed by the Tender Agent to the Owner at the address appearing on the books required to be kept by the Trustee pursuant to the Resolution. Any such direction shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Trustee or the Tender Agent, as the case may be. The principal and the Redemption Price on each Bond of a Series shall be payable on its Principal Payment Date, upon surrender thereof at the office of the Trustee.

Interest on Bonds of a Series that are issued as Tax-Exempt Obligations or Taxable Obligations in the Commercial Paper Mode, the Daily Mode or Weekly Mode shall be calculated on the basis of a 365/366-day year for the actual number of days elapsed to the Interest Payment

Date. Interest on Bonds of a Series that are issued as Tax-Exempt Obligations or Taxable Obligations in the Term Rate Mode or Fixed Rate Mode shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

The interest rates for Bonds of a Series contained in the records of the Trustee shall be conclusive and binding, absent manifest error, upon the Authority, the Remarketing Agent, the Tender Agent, the Trustee, the Liquidity Facility Issuer, the Credit Facility Issuer and the Owners.

Notwithstanding the provisions of Sections A-202 through A-207, inclusive, each Bank Bond shall bear interest on the outstanding principal amount thereof, and on the amount (if any) of accrued and unpaid interest thereon, at the Bank Interest Rate for each day from and including the date such Bond becomes a Bank Bond to, but not including, the date such Bond is paid in full or is remarketed. The Owner of a Bond of a Series other than the Liquidity Facility Issuer or its permitted assignee shall be paid (and shall be obligated to pay as part of the price paid by such Owner in connection with the remarketing to it of such Bonds) interest thereon for an Interest Rate Period only in the amount that would have accrued thereon at the rate or rates established pursuant to Sections A-202, A-203, A-204, A-205, A-206 or A-207, as applicable, regardless of whether such Bond was a Bank Bond during any portion of such Interest Rate Period. Accrued interest in respect to any Bank Bond shall be payable to the Liquidity Facility Issuer or its permitted assignee on each Interest Payment Date applicable thereto; provided that any Differential Interest Amount due to the Liquidity Facility Issuer or its permitted assignee shall be paid by the Authority at the times specified in the Liquidity Facility. For purposes of the preceding sentence "Differential Interest Amount" means the excess of (a) interest which has accrued on Bank Bonds at the Bank Interest Rate up to but excluding the Business Day on which such Bank Bonds are purchased from the Liquidity Facility Issuer, less (b) the interest accrued on such Bonds received by the Liquidity Facility Issuer as part of the Purchase Price as therein described.

No Bond of a Series may bear interest at an interest rate higher than the Maximum Rate.

Section A-202. Determination of Interest Rates and Interest Rate Periods During Commercial Paper Mode. Interest Rate Periods in a Commercial Paper Mode shall be of such duration, of at least one day and not more than two hundred seventy days, ending on a day next preceding a Business Day or the Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section A-202. In making the determinations with respect to Interest Rate Periods, subject to the limitations imposed by the preceding sentence, the Remarketing Agent shall on each Rate Determination Date select for each Bond of a Series then subject to such adjustment the Interest Rate Period which, if implemented on such Rate Determination Date, would result in the Remarketing Agent being able to remarket such Bond at par in the secondary market at the lowest interest rate then available and for the longest Interest Rate Period available at such rate, provided that if on any Rate Determination Date, the Remarketing Agent determines that current or anticipated future market conditions or anticipated future events are such that a different Interest Rate Period would result in a lower average interest cost on such Bond, then the Remarketing Agent shall select the Interest Rate Period which in the judgment of the Remarketing Agent would permit such Bond to achieve such lower average interest cost; provided, however, that if the Remarketing Agent has received notice from the

Authority that any Bond of a Series is to be changed from the Commercial Paper Mode to any other Mode or if it is to be purchased pursuant to Section A-406, the Remarketing Agent shall, with respect to such Bond, select Interest Rate Periods which do not extend beyond the Mandatory Purchase Date.

By 1:00 p.m. on each Rate Determination Date, the Remarketing Agent shall, with respect to each Commercial Paper Rate Bond that is subject to adjustment on such date, determine an interest rate for the Interest Rate Period then selected for such Bond and, no later than 12:15 p.m., shall give notice by Electronic Means to the Trustee of the applicable Interest Rate Period, Purchase Date and interest rate.

Anything in this Appendix A to the contrary notwithstanding, to the extent a Liquidity Facility and/or Credit Facility is in effect, (i) no Interest Rate Period shall be implemented if it would cause the number of calendar days in such Interest Rate Period plus five (5) calendar days (or, in the case of a Direct-Pay Credit Facility, ten (10) calendar days) to exceed the number of days for which an amount is available to be drawn under the Liquidity Facility and/or Credit Facility applicable thereto for the payment of interest on the Bonds of a Series in the Commercial Paper Mode, and (ii) no Interest Rate Period shall be implemented and no interest rate for such Interest Rate Period shall be determined if it would cause the amount of interest payable on Bonds of a Series in the Commercial Paper Mode to be Outstanding immediately thereafter to be in excess of the amount that shall then be available to be drawn under the Liquidity Facility and/or Credit Facility applicable thereto for the payment of interest on such Bonds. No remarketing of Bonds in the Commercial Paper Mode shall be given effect by the Trustee if it would cause such limitations to be exceeded.

By acceptance of any Commercial Paper Rate Bond, the Owner thereof shall be deemed to have agreed, during each Interest Rate Period, to the interest rate (including the Alternate Rate, if applicable), Interest Rate Period and Purchase Date then applicable thereto and to have further agreed to tender such Bond to the Tender Agent for purchase on the next succeeding Purchase Date at the Purchase Price. Such Owner further acknowledges that if funds for such purchase are on deposit with the Tender Agent on such Purchase Date, such Owner shall have no rights under the Resolution other than to receive the payment of such Purchase Price and that interest shall cease to accrue to such Owner on such Purchase Date.

Section A-203. Determination of Interest Rate During Daily Mode. The interest rate for any Bond of a Series in the Daily Mode shall be the rate of interest per annum determined by the Remarketing Agent on or before 10:00 a.m. on the Rate Determination Date as the minimum rate of interest that, in the opinion of the Remarketing Agent, would, under then existing market conditions, result in the sale of the Bonds of the Series in the Daily Mode on the Rate Determination Date at a price equal to the principal amount thereof, plus accrued interest, if any. The Remarketing Agent shall make the rate determined by the Remarketing Agent on each day of the week available by Electronic Means to the Authority and the Trustee by 10:30 a.m., on (i) each Monday (or, if such Monday is not a Business Day, on the immediately succeeding Business Day), (ii) each Purchase Date and each Mandatory Purchase Date and (iii) the Business Day immediately preceding each Interest Payment Date. With respect to any day that is not a Business Day, the interest rate shall be the same rate as the interest rate established for the

immediately preceding Business Day. The determination of each interest rate by the Remarketing Agent shall, in the absence of manifest error, be conclusive and binding upon the Remarketing Agent, the Tender Agent, the Trustee, the Liquidity Facility Issuer, the Credit Facility Issuer, the Authority and the Owners.

Section A-204. Determination of Interest Rate During Weekly Mode. To the extent the Bonds of a Series are initially issued in a Weekly Mode, the interest rate for Bonds of such Series for the initial Interest Rate Period shall be the rate of interest per annum set forth in the forepart of the Certificate of Determination. For any Interest Rate Period that is not an initial Interest Rate Period, the interest rate for Bonds of a Series in a Weekly Mode for each such Interest Rate Period shall be the rate of interest per annum determined by the Remarketing Agent on and as of the applicable Rate Determination Date as the minimum rate of interest that, in the opinion of the Remarketing Agent, would, under then existing market conditions, result in the sale of the Bonds of the Series in the Weekly Mode on the Rate Determination Date at a price equal to the principal amount thereof, plus accrued interest, if any. The Remarketing Agent shall make the rate available by Electronic Means to the Authority and the Trustee by 5:00 p.m., on the Business Day immediately succeeding the Rate Determination Date. The determination of each interest rate by the Remarketing Agent shall be conclusive and binding, in the absence of manifest error, upon the Remarketing Agent, the Tender Agent, the Trustee, the Liquidity Facility Issuer, the Credit Facility Issuer, the Authority and the Owners.

Section A-205. Determination of Term Rate(s) and Fixed Rate. (a) Term Rates. To the extent the Bonds of a Series are initially issued in a Term Rate Mode, the Term Rate to be effective for the Interest Rate Period commencing on the Closing Date shall be the rate of interest set forth in the Certificate of Determination. The Term Rate to be effective for the Interest Rate Period commencing on any Mode Change Date after which Bonds of a Series will bear interest at a Term Rate or any Purchase Date while Bonds of a Series are in the Term Rate Mode shall be determined by the Remarketing Agent. No later than 4:00 p.m. on the Business Day next preceding the Mode Change Date or the Purchase Date, as the case may be, the Remarketing Agent shall determine the Term Rate and shall make the Term Rate available by Electronic Means to the Authority and the Trustee. Notwithstanding anything in this Appendix A to the contrary, a Term Rate may be a variable rate of interest based upon an index determined as provided in and having such other provisions relating thereto as shall be set forth in the Certificate of Determination or any amendment thereto. The Term Rate for any Interest Rate Period for which the Term Rate is a fixed rate of interest shall be the minimum rate that, in the sole opinion of the Remarketing Agent, would result in a sale of the Series of Bonds at a price equal to the principal amount thereof on the Rate Determination Date taking into consideration the duration of the Interest Rate Period, which shall be established by the Authority. The Term Rate during any Interest Rate Period for which the Term Rate is a variable rate of interest based upon an index shall be the rate determined as set forth in the Certificate of Determination or any amendment thereto.

Notwithstanding anything in this Appendix A to the contrary, if a Series of Bonds have been in a Term Rate Mode and there has been a failure to pay the Purchase Price of such Bonds on the Purchase Date, then such Bonds shall continue to bear interest at the then-existing Term Rate until such Purchase Price has been paid; provided, however, if a Series of Bonds have been in a Term Rate Mode bearing interest at a variable rate based upon an index and there has

been a failure to pay the Purchase Price of such Bonds on the Purchase Date, such Series of Bonds shall remain in the Term Rate Mode and shall bear interest at the rate specified in the Certificate of Determination or any amendment thereto until such Purchase Price has been paid.

(b) Fixed Rate. The Fixed Rate to be effective for the Interest Rate Period commencing on any Mode Change Date after which Bonds of a Series will bear interest at a Fixed Rate, shall be determined by the Remarketing Agent. No later than 4:00 p.m. on the Business Day next preceding the Mode Change Date, the Remarketing Agent shall determine the Fixed Rate and shall make the Fixed Rate available by Electronic Means to the Authority and the Trustee. The Fixed Rate shall be the minimum rate that, in the sole judgment of the Remarketing Agent, would result in a sale of the Bonds of the Series at a price equal to the principal amount thereof on the Rate Determination Date taking into consideration the duration of the Interest Rate Period; provided, however, that in lieu of the foregoing, the Fixed Rate may be the rate that, in the sole judgment of the Remarketing Agent, would result in a sale of the Bonds of the Series at the minimum yield thereof on the Rate Determination Date taking into consideration the duration of the Interest Rate Period and the price at which the Remarketing Agent determines to remarket the Bonds of the Series but only if: (i) the Favorable Opinion of Bond Counsel delivered on the Mode Change Date pursuant to Section A-208(c)(3) also addresses the effect of remarketing the Bonds of the Series at a price other than the principal amount thereof; (ii) in the event the Bonds of the Series are remarketed at a price less than the principal amount thereof, there is deposited into the Remarketing Proceeds Account or other account in the Purchase Fund designated for such purpose moneys which, together with the proceeds from the remarketing of the Bonds of the Series, are sufficient to pay the Purchase Price of the Bonds of the Series; and (iii) in the event a Credit Facility or a Liquidity Facility is in place that requires payment to holders of the Bonds of the Series to not constitute a transfer which may be avoided under any provision of the United States Bankruptcy Code in the event of an act of bankruptcy of the Authority (an "Avoidable Transfer"), the Authority shall deliver to the Trustee a letter from counsel acceptable to the Trustee and addressed to the Trustee (with a copy to all other Notice Parties, other than the Owners) to the effect that the deposit of moneys pursuant to clause (ii) does not constitute an Avoidable Transfer.

(c) Failure to Establish Term Rate or Fixed Rate. If, for any reason, a Term Rate or Fixed Rate cannot be established on a Mode Change Date or Purchase Date, as the case may be, the Bonds of the Series affected will be changed automatically to the Weekly Mode on the Purchase Date. Notwithstanding the foregoing, the Mode applicable to the Bonds of a Series will be changed automatically from a Term Rate Mode to a Weekly Mode only to the extent that the Purchase Price of all of the Bonds of such Series shall have been paid on the Purchase Date. If the Purchase Price of all of the Bonds of a Series in a Term Rate Mode has not been paid on such Purchase Date, such automatic change shall not be effective and the Bonds of such Series shall, subject to the provisions of Section A-412 hereof, bear interest at the Maximum Rate until such Purchase Price has been paid. The foregoing provisions of this subsection (c) shall not apply to a Series of Bonds bearing interest at a Term Rate which is a variable rate based upon an index; upon the occurrence of any event described in this subsection (c) such Series of Bonds shall remain in the Term Rate Mode and shall bear interest at the rate specified in the Certificate of Determination or any amendment thereto until such Purchase Price has been paid.

Section A-206. Alternate Rate for Interest Calculation. In the event (i) the Remarketing Agent fails to determine the interest rate(s) or Interest Rate Periods with respect to the Bonds of a Series, or (ii) the method of determining the interest rate(s) or Interest Rate Periods with respect to the Bonds of a Series shall be held to be unenforceable by a court of law of competent jurisdiction, the Bonds of a Series shall thereupon, (i) in the case of Commercial Paper Rate Bonds and Bonds in Term Rate Mode, be automatically converted to a Weekly Mode, and (ii) in the case of Bonds in the Daily Mode or the Weekly Mode, bear interest at the Alternate Rate for subsequent Interest Rate Periods until such time as the Remarketing Agent again makes such determination or until there is delivered to the Authority and the Trustee a Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Mode applicable to the Bonds of a Series will be changed automatically from a Term Rate Mode to a Weekly Mode only to the extent that the Purchase Price of all of the Bonds of such Series shall have been paid on the Purchase Date. If the Purchase Price of all of the Bonds of a Series in a Term Rate Mode has not been paid on such Purchase Date, such automatic change shall not be effective and the Bonds of such Series shall, subject to the provisions of Section A-412 hereof, bear interest at the Maximum Rate until such Purchase Price has been paid. The foregoing provisions of Section A-206 shall not apply to a Series of Bonds bearing interest at a Term Rate which is a variable rate based upon an Index.

Section A-207. [Reserved].

Section A-208. Changes in Mode. (a) Changes. Any Mode, other than a Fixed Rate Mode, may be changed to any other Mode at the times and in the manner hereinafter provided. Subsequent to such change in Mode, the Bonds of the Series may again be changed to a different Mode at the times and in the manner hereinafter provided. Any Bonds of a Series converted to a Fixed Rate Mode shall not be changed to any other Mode.

(b) Notice of Intention to Change Mode. The Authority shall give written notice (the “Mode Change Notice”) to the other Notice Parties (other than the Owners) of its intention to effect a change in the Mode from the Mode then prevailing (the “Current Mode”) to another Mode (the “New Mode”) specified in such written notice, together with the proposed Mode Change Date. Such notice shall be given at least twenty (20) days prior to the Mode Change Date, and shall, to the extent provided herein, be subject to cancellation at the option of the Authority.

(c) General Provisions Applying to Changes from One Mode to Another.

(1) The Mode Change Date must be a Business Day.

(2) Additionally, the Mode Change Date:

(d) from the Commercial Paper Mode shall be the last Purchase Date for the Commercial Paper Rate Bonds with respect to which a change is to be made; and

(e) from a Term Rate Mode shall be the Purchase Date of the current Interest Rate Period.

(3) On or prior to the date the Authority provides the notice to the other Notice Parties pursuant to Section A-208(b) hereof, the Authority shall deliver to the Trustee (with a copy to all other Notice Parties, other than the Owners) a letter from counsel acceptable to the Trustee and addressed to the Trustee to the effect that it expects to be able to deliver a Favorable Opinion of Bond Counsel on the Mode Change Date.

(4) No change in Mode will become effective unless all conditions precedent thereto have been met and the following items shall have been delivered to the Trustee and the Remarketing Agent by 10:00 a.m., or such later time as is acceptable to the Authority, the Trustee and the Remarketing Agent, on the Mode Change Date:

(a) except in the case of a change in Mode pursuant to Sections A-205(c), A-206 or Section A-208(c)(6), a Favorable Opinion of Bond Counsel dated the Mode Change Date;

(b) if required, unless a Tender Agency Agreement and Remarketing Agreement is effective, an executed copy of such Tender Agency Agreement and Remarketing Agreement; and

(c) a certificate of an authorized officer of the Tender Agent to the effect that all of the Bonds of a Series tendered or deemed tendered, unless otherwise redeemed, have been purchased at a price at least equal to the Purchase Price thereof.

(5) If all conditions to the Mode change are met, the Interest Rate Period(s) for the New Mode shall commence on the Mode Change Date and the Interest Rate(s) (together, in the case of a change to the Commercial Paper Mode, with the Interest Rate Period(s)) shall be determined by the Remarketing Agent in the manner provided in Sections A-202, A-203, A-204, A-205 and A-207, as applicable.

(6) With respect to a change in the Mode from any Mode to any other Mode, in the event the foregoing conditions have not been satisfied by the Mode Change Date, the New Mode shall not take effect and the Bonds of the Series that are the subject of the Mode Change Notice shall be subject to mandatory tender for purchase and shall be automatically changed to Bonds in the Weekly Mode on the Mode Change Date. Notwithstanding the foregoing, the Mode applicable to the Bonds of a Series will be automatically changed from a Term Rate Mode to a Weekly Mode only to the extent that the Purchase Price of all of the Bonds of such Series shall have been paid on the Mode Change Date. If the Purchase Price of all of the Bonds of a Series in a Term Rate Mode has not been paid on such Mode Change Date, such automatic change shall not be effective and the Bonds of such Series shall, subject to the provisions of Section A-412 hereof, bear interest at the Maximum Rate until such Purchase Price has been paid. Notwithstanding the foregoing, if the Purchase Price of all of the Series of Bonds in a Term Rate Mode bearing interest at a variable rate based upon an index has not been paid on such Mode Change Date, such automatic change shall not be effective and the Bonds of such Series shall remain in the Term Rate Mode and shall bear interest at the rate specified in the

Certificate of Determination or any amendment thereto until such Purchase Price has been paid.

(7) [Reserved].

(8) Notwithstanding anything herein to the contrary, the Authority may rescind any election by it to change the Mode from the Weekly Mode, Daily Mode, Commercial Paper Mode or Term Rate Mode prior to the Mode Change Date by giving written notice thereof to the other Notice Parties (other than the Owners) prior to 10:00 a.m. on the Business Day preceding such Mode Change Date. If the Tender Agent receives notice of such rescission prior to the time the Tender Agent has given notice to the holders of the Bonds, then such notice of change in Mode shall be of no force and effect. If the Tender Agent receives notice from the Authority of rescission of a Mode change after the Tender Agent has given notice thereof to the holders of the Bonds, then if the proposed Mode Change Date would have been a Mandatory Purchase Date, such date shall continue to be a Mandatory Purchase Date. If the proposed change in Mode was from the Term Rate Mode, the Bonds shall remain in the Term Rate Mode with interest rates and Interest Rate Periods established by the Remarketing Agent on the proposed Mode Change Date. If the proposed change in Mode was from the Commercial Paper Mode, the Bonds shall remain in the Commercial Paper Mode with interest rates and Interest Rate Periods to be established by the Remarketing Agent on the proposed Mode Change Date. If the proposed change in Mode was from the Daily Mode, the Bonds shall remain in the Daily Mode, and if the proposed change was from the Weekly Mode, the Bonds shall remain in the Weekly Mode, in each case with interest rates established in accordance with the applicable provisions hereof on and as of the proposed Mode Change Date.

(d) Serial Bonds. The Authority may, in the notice given pursuant to Section A-208(b) hereof in connection with any change of Bonds of a Series to a Term Rate Mode, a new Term Rate Mode from a Term Rate Mode, or to the Fixed Rate Mode, provide that all or some of such Bonds shall be Serial Bonds. The principal amount of Serial Bonds due on any date shall be equal to the sinking fund installment specified for such date in a Certificate of Determination, and the remaining sinking fund installments shall continue to be Sinking Fund Installments for the Bonds of the Series due on the Maturity Date, unless the Authority specifies otherwise in the notice. The interest rate for the Serial Bonds maturing on a particular date may be different from the interest rate or rates established for other Bonds.

(e) Partial Mode Changes and Subseries Designations. (1) Except with respect to Bonds prior to their respective Reset Dates, less than all of the Bonds of a Series then subject to a particular Mode may be converted to another Mode pursuant to this Section A-208 hereof; provided, however, that in such event such Series shall be re-designated into two or more subseries for each separate Mode with a new CUSIP number for each subseries.

(2) If less than all of the Bonds of a Series then subject to a particular Mode are converted to another Mode pursuant to this Section A-208 hereof, the particular Bonds of a Series or portions thereof which are to be converted to a New Mode shall be selected by

the Trustee in its discretion subject to the provisions hereof regarding Authorized Denominations of Bonds of a Series subject to such New Mode.

(3) If the Bonds of a Series are covered by a Credit Facility and less than all of the Bonds of such Series then subject to a Mode covered by such Credit Facility are converted to another Mode not covered by the Credit Facility, then no payments under such Credit Facility shall be made from draws on such Credit Facility to Bonds in the new Mode not covered by such Credit Facility.

Section A-209. Conversion from Taxable to Tax-Exempt Obligations.

(a) Tax-Exempt Conversion. The Bonds of any Series that are issued as Taxable Obligations, other than Bonds of a Series in a Fixed Rate Mode, may be converted to Tax-Exempt Obligations at the times and in the manner hereinafter provided.

(b) Notice of Intention to effect a Tax-Exempt Conversion. The Authority shall give written notice to the other Notice Parties (other than the Owners) of its intention to effect a conversion (the "Tax-Exempt Conversion") of the Bonds of a Series from Taxable Obligations to Tax-Exempt Obligations, together with the proposed effective date of such conversion (the "Tax-Exempt Conversion Date"). Such notice shall be given at least twenty (20) days prior to the Tax-Exempt Conversion Date.

(c) General Provisions Applying to Tax-Exempt Conversions.

(1) The Tax-Exempt Conversion Date must be a Business Day.

(2) Additionally, the Tax-Exempt Conversion Date shall be:

(a) in the case of Bonds of a Series in a Commercial Paper Mode, the last Purchase Date for the Commercial Paper Rate Bonds with respect to which a Tax-Exempt Conversion is to be made; and

(b) in the case of Bonds of a Series in a Term Rate Mode, the Purchase Date of the current Interest Rate Period.

(3) On or prior to the date the Authority provides the notice to the Notice Parties pursuant to Section A-209(b) hereof, the Authority shall deliver to the Trustee a letter from counsel acceptable to the Trustee and addressed to the Trustee (with a copy to all other Notice Parties, other than the Owners) to the effect that it expects to be able to deliver a Tax-Exempt Conversion Opinion on the Tax-Exempt Conversion Date.

(4) No Tax-Exempt Conversion will become effective unless all conditions precedent thereto have been met and the following items shall have been delivered to the Trustee and the Remarketing Agent by 11:00 a.m., or such later time as is acceptable to the Authority, the Trustee and the Remarketing Agent, on the Tax-Exempt Conversion Date:

(a) a Tax-Exempt Conversion Opinion;

(b) if required, unless a Tender Agency Agreement and Remarketing Agreement is effective, an executed copy of such Tender Agency Agreement and Remarketing Agreement; and

(c) a certificate of an authorized officer of the Tender Agent to the effect that all of the Bonds of a Series tendered or deemed tendered, unless otherwise redeemed, have been purchased at a price at least equal to the Purchase Price thereof.

(5) If all conditions to the Tax-Exempt Conversion are met, the Interest Rate Period(s) shall commence on the Tax-Exempt Conversion Date and the Interest Rate(s) (together, in the case of Commercial Paper Rate Bonds, with the Interest Rate Period(s)) shall be determined by the Remarketing Agent, in the manner provided in Sections A-202, A-203, A-204, A-205 and A-207, as applicable.

(6) With respect to Bonds of a Series in any Mode, in the event the foregoing conditions, except for the condition in Section A-209(c)(4)(c), have not been satisfied by the Tax-Exempt Conversion Date, the Tax-Exempt Conversion shall not be effective and the Bonds of the Series that are the subject of the notice given pursuant to subsection (b) of this Section A-209 will continue to be Taxable Obligations and will be changed to a Weekly Mode on the failed Tax-Exempt Conversion Date. Notwithstanding the foregoing, the Mode applicable to the Bonds of a Series will be automatically changed from a Term Rate Mode to a Weekly Mode only to the extent that the Purchase Price of all of the Bonds of such Series shall have been paid on the failed Tax Exempt Conversion Date. If the Purchase Price of all of the Bonds of a Series in a Term Rate Mode has not been paid on such failed Tax Exempt Conversion Date, such automatic change shall not be effective and the Bonds of such Series shall continue to bear interest at the then-existing Term Rate until such Purchase Price has been paid.

(d) Partial Tax-Exempt Conversions and Subseries Designations. (1) Less than all of the Bonds of a Series may be subject to a Tax-Exempt Conversion pursuant to this Section A-209 hereof; provided, however, that in such event such Series shall be re-designated into two subseries for each portion thereof with a new CUSIP number for each subseries.

(2) If less than all of the Bonds of a Series is subject to a Tax-Exempt Conversion pursuant to this Section A-209 hereof, the particular Bonds of a Series or portions thereof which are subject to such Tax-Exempt Conversion shall be selected by the Trustee in its discretion subject to the provisions hereof regarding Authorized Denominations of Bonds of a Series subject to such Tax-Exempt Conversion.

(e) Unless the Authority changes the Mode applicable to the Bonds of a Series in accordance with Section A-208 hereof in connection with a Tax-Exempt Conversion, the Bonds of such Series shall remain in the same Mode after such Tax-Exempt Conversion.

Section A-210. Payment of Regularly Scheduled Principal and Interest by the Authority. In the event the Credit Facility Issuer, upon receipt of a properly presented and conforming drawing, fails to timely make a payment of regularly scheduled principal or interest

on the Bonds of a Series, the Authority will timely make such payment. Nothing in this Section A-210 shall obligate the Authority to pay the Purchase Price of Bonds of any Series that have been neither remarketed nor paid from amounts drawn under the Credit Facility and a failure of the Authority to pay the Purchase Price shall not be an Event of Default under the Resolution.

ARTICLE A-III

REDEMPTION OF BONDS OF EACH SERIES

Section A-301. Optional Redemption. (a) Bonds of a Series in the Commercial Paper Mode shall be subject to redemption at the option of the Authority, in whole or in part, on their respective Purchase Dates at the Redemption Price, plus accrued interest to the Redemption Date.

(b) [Reserved.]

(c) Bonds of a Series in the Daily Mode or Weekly Mode shall be subject to redemption at the option of the Authority, in whole or in part, on any Business Day, at the Redemption Price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

(d) Bonds of a Series in a Term Rate Mode during an Interest Rate Period that is less than 4 years, and to the extent applicable, during any Delayed Remarketing Period, shall be subject to redemption at the option of the Authority, in whole or in part on their individual Purchase Dates, at the Redemption Price equal to the principal amount thereof, plus interest accrued to the Redemption Date.

(e) Except as set forth in the forepart of the Certificate of Determination, Bonds of a Series in the Term Rate Mode during an Interest Rate Period that is equal to or greater than 4 years or Bonds of a Series in the Fixed Rate Mode are subject to redemption at the option of the Authority, in whole or in part, on any date following the “No Call Period” set forth below at the Redemption Prices set forth below:

**OPTIONAL REDEMPTION DURING
TERM RATE MODE AND FIXED RATE MODE**

Duration of Interest Rate Period in Term Rate Mode or <u>Fixed Rate Mode</u>	No Call Period (commencing on the date of commencement of the Term Rate or Fixed Rate Mode <u>Interest Rate Period</u>)	<u>Redemption Price</u>
Greater than 10 years	10 years	100%
Less than 10 years	Non-callable	Not applicable

(f) The Authority may, in connection with a change to a Term Rate Mode, a new Term Rate Mode from a Term Rate Mode, or to the Fixed Rate Mode, or on any Purchase Date for Bonds of a Series bearing interest at a Term Rate, alter the times and prices as described above in Section A-301(e) to redeem any Bonds of such Series on and after the Mode Change Date or Purchase Date, as the case may be, without the consent of Owners of the Bonds of such Series; provided, that notice describing the alteration shall be submitted to the Tender Agent, the Trustee and the Remarketing Agent, together with a Favorable Opinion of Bond Counsel, addressed to them.

(g) Notwithstanding the foregoing provisions of this Section A-301, a Series of Bonds bearing interest at a Term Rate which is a variable rate based upon an index shall be subject to redemption at the option of the Authority, in whole or in part on any Business Day which is on or after the date six months prior to the scheduled end of the respective Interest Rate Period, or such other date as shall be specified in a Certificate of Determination, at the Redemption Price equal to the principal amount thereof, plus interest accrued to the Redemption Date.

Section A-302. [Reserved].

Section A-303. Redemption of Bank Bonds. (a) The Bank Bonds of a Series shall be subject to redemption at the option of the Authority, in whole or in part, on any Business Day, at the Redemption Price equal to the principal amount thereof, plus accrued interest to the Redemption Date.

(b) The Bank Bonds of a Series also shall be subject to mandatory redemption as provided in the forepart of the Certificate of Determination.

Section A-304. Bank Bonds To Be Redeemed First; Redemption in Part. In the event of redemption of less than all the Bonds of a Series having the same Maturity Date and bearing the same interest rate, subject to Section A-404 of the General Resolution, the Trustee shall (unless otherwise provided in the Liquidity Facility applicable thereto) first select for redemption all then Outstanding Bank Bonds prior to selecting for redemption any Bonds of such Series which are not Bank Bonds unless the Liquidity Facility Issuer shall fail to honor a properly presented and conforming drawing under the Liquidity Facility, in which case, the Trustee shall at the written direction of the Authority, select for redemption from then Outstanding Bonds of the Series in accordance with said direction. The Trustee shall promptly give the Liquidity Facility Issuer and the Remarketing Agent notice by telephone of the selection of any Bank Bonds for redemption pursuant to the foregoing provision. New Bonds of the Series representing the unredeemed balance of the principal amount thereof shall be issued in Authorized Denominations to the Owner thereof, without charge therefor. Any new Bond of a Series issued pursuant to this Section shall be executed by the Authority and authenticated by the Trustee and shall be in an aggregate unpaid principal amount equal to the unredeemed portion of such Bond surrendered.

ARTICLE A-IV

PURCHASE OF BONDS

Section A-401. Optional Tenders of Bonds in Daily Mode and Weekly Mode. (a) Any Bond of a Series (or portions thereof in Authorized Denominations) in the Daily Mode that is not a Bank Bond is subject to purchase, on the demand of the Owner thereof, at a price equal to the Purchase Price on any Business Day (such purchase to be made on the Business Day upon which such demand is made), upon irrevocable notice submitted by Electronic Means to the Tender Agent and the Remarketing Agent (promptly confirmed in writing by such Owner, delivered to the Tender Agent and the Remarketing Agent by 11:00 a.m., New York City time, at their respective Principal Offices) which states the number and principal amount of such Bond being tendered and the Purchase Date. Such tender notice, once transmitted to the Tender Agent and the Remarketing Agent, shall be irrevocable with respect to the tender for which such tender notice was delivered and such tender shall occur on the Purchase Date specified in such Tender Notice. The Tender Agent shall, as soon as practicable, notify the Trustee and the Liquidity Facility Issuer of the principal amount of Bonds of the Series being tendered. The contents of any such irrevocable tender notice shall be conclusive and binding on all parties.

(b) The Owners of Bonds of a Series in a Weekly Mode that are not Bank Bonds may elect to have such Bonds (or portions thereof in Authorized Denominations) purchased on a Business Day at a price equal to the Purchase Price upon delivery of a written notice of tender by the Owner or a telephonic notice of tender to the Tender Agent and the Remarketing Agent, promptly confirmed in writing to the Tender Agent and the Remarketing Agent at their respective Principal Offices, not later than 4:00 p.m. on a Business Day not less than seven (7) days before the Purchase Date specified by the Owner. Such notice shall (i) state the number and the principal amount of such Bond being tendered and (ii) state that such Bond shall be purchased on the Purchase Date so specified by the Owner. Such tender notice, once transmitted to the Tender Agent and the Remarketing Agent, shall be irrevocable with respect to the tender for which such tender notice was delivered and such tender shall occur on the Purchase Date specified in such Tender Notice. The Tender Agent shall notify the Trustee and the Liquidity Facility Issuer by the close of business on the next succeeding Business Day of the receipt of any notice pursuant to this paragraph.

(c) Notwithstanding anything herein to the contrary, during any period that the Bonds of a Series are issued registered in the name of DTC or a nominee thereof pursuant to the Resolution, (i) any notice of tender delivered pursuant to this Section shall identify the DTC participant through whom the beneficial owner will direct transfer; (ii) on or before the Purchase Date, the beneficial owner must direct (or if the beneficial owner is not a DTC participant, cause its DTC participant to direct) the transfer of said Bond on the records of DTC; and (iii) it shall not be necessary for Bonds of a Series to be physically delivered on the date specified for purchase thereof, but such purchase shall be made as if such Bonds had been so delivered, and the Purchase Price thereof shall be paid to DTC. In accepting a notice of tender of any Bond of a Series pursuant to this Section, the Trustee and the Tender Agent may conclusively assume that the Person providing the notice of tender is the beneficial owner of the Bonds being tendered and therefore entitled to tender them. The Trustee and Tender Agent assume no liability to anyone in accepting

a notice of tender from a Person whom it reasonably believes to be such a beneficial owner of the Bonds of the Series.

Section A-402. Mandatory Purchase at End of Commercial Paper Mode Interest Rate Periods. Except for Bank Bonds, each Bond of a Series in the Commercial Paper Mode shall be subject to mandatory tender for purchase on its Purchase Date at the Purchase Price. No notice of such mandatory purchase shall be given to the Owners.

Section A-403. Mandatory Purchase on Any Mode Change Date and Tax-Exempt Conversion Date. Except for Bank Bonds, the Bonds of a Series to be changed to any Mode from any other Mode are subject to mandatory tender for purchase on the Mode Change Date at the Purchase Price and the Bonds of a Series to be converted from Taxable Obligations to Tax-Exempt Obligations are subject to mandatory tender for purchase on the Tax-Exempt Conversion Date at the Purchase Price.

Section A-404. Mandatory Purchase at End of each Term Rate Mode Interest Rate Period. Except for Bank Bonds, the Bonds of a Series in the Term Rate Mode are subject to mandatory tender for purchase on each Purchase Date at the Purchase Price.

Section A-405. Mandatory Purchase of Bonds in Term Rate Mode at Reset Date. The Bonds of a Series are subject to mandatory tender for purchase on each Reset Date applicable to such Bonds (other than Bonds redeemed on the applicable Reset Date) at the Purchase Price.

Section A-406. Mandatory Purchase Upon Expiration Tender Date, Termination Tender Date, Interest Non-Reinstatement Tender Date and Substitution Date. Except for Bank Bonds, the Bonds of a Series shall be subject to mandatory tender for purchase on:

(i) the second Business Day preceding the Expiration Date of a Credit Facility or Liquidity Facility, which second Business Day is hereinafter referred to as an “Expiration Tender Date”;

(ii) the fifth calendar day (or if such day is not a Business Day, the preceding Business Day) preceding the Termination Date of a Credit Facility or a Liquidity Facility, which fifth calendar day is hereinafter referred to as a “Termination Tender Date”, if the Liquidity Facility permits a draw thereon on the Termination Tender Date;

(iii) the fifth calendar day (or if such day is not a Business Day, the first Business Day after such fifth calendar day) following the receipt by the Trustee of a written, electronic or telephonic notice (promptly confirmed in writing) from the issuer of a Direct-Pay Credit Facility that the interest component of such Direct-Pay Credit Facility will not be reinstated to an amount equal to the interest component of the Liquidity and Credit Amount required with respect to the Bonds of such Series, which fifth calendar day (or if such day is not a Business Day, the first Business Day after such fifth calendar day) is hereinafter referred to as a “Interest Non-Reinstatement Tender Date”; and

(iv) the Substitution Date for a Credit Facility (other than a bond insurance policy securing Bonds of a Series in a Term Rate Mode or a Fixed Rate Mode) or a Liquidity Facility.

Section A-407. Notice of Mandatory Tender for Purchase. (a) The Trustee shall, at least fifteen (15) days prior to the Expiration Tender Date referred to in Section A-406(i) above and the Substitution Date referred to in Section A-406(iv) above with respect to Bonds of a Series, give notice to the Owners of the mandatory tender of the Bonds of such Series on such Expiration Tender Date if it has not theretofore received confirmation that the Expiration Date has been extended or such Substitution Date, as the case may be. The Authority shall provide the Trustee three (3) Business Days prior notice of the Trustee's obligations under this Section (including to whom it should send such notice) and the Trustee shall not be liable for any failure to comply with this Section without receiving such notice.

(b) Upon receipt of a written notice from the Credit Facility Issuer, the Liquidity Facility Issuer or the Authority that the Credit Facility or the Liquidity Facility, as the case may be, will terminate or the obligation of the Credit Facility Issuer or Liquidity Facility Issuer, as the case may be, to provide a loan thereunder will terminate prior to its Expiration Date, the Trustee shall within two (2) Business Days give notice to the Owners of the mandatory tender of the Bonds of such Series, which mandatory tender shall occur on such Termination Tender Date unless, prior to the giving of such notice to the Owners, the Trustee shall have received from the Credit Facility Issuer, the Liquidity Facility Issuer or the Authority, as the case may be, a notice stating that the event which resulted in the Credit Facility Issuer, the Liquidity Facility Issuer or the Authority giving a notice of the Termination Date has been cured and that the Credit Facility Issuer, the Liquidity Facility Issuer or the Authority has rescinded its election to terminate the Credit Facility or Liquidity Facility, as the case may be. Notwithstanding anything to the contrary in subsection (f) below, such notice shall be given by Electronic Means capable of creating a written notice. Any notice given substantially as provided in this subsection (b) shall be conclusively presumed to have been duly given, whether or not actually received by each Owner.

(c) Upon receipt of a written notice from the issuer of a Direct-Pay Credit Facility that the interest component of such Direct-Pay Credit Facility will not be reinstated to an amount equal to the interest component of the Liquidity and Credit Amount required with respect to the Bonds of such Series as referred to in Section A-406(iii) above, the Trustee shall within two (2) Business Days of such receipt give notice to the Owners of the mandatory tender of the Bonds of such Series, which mandatory tender shall occur on such Interest Non-Reinstatement Tender Date, unless, prior to the giving of such notice to the Owners, the Trustee shall have received a written notice from the issuer of the Direct-Pay Credit Facility stating that the Direct-Pay Credit Facility has been reinstated to an amount equal to the interest component of the Liquidity and Credit Amount. Notwithstanding anything to the contrary in subsection (f) below, such notice shall be given by Electronic Means capable of creating a written notice. Any notice given substantially as provided in this subsection (c) shall be conclusively presumed to have been duly given, whether or not actually received by each Owner.

(d) The Trustee shall, at least fifteen (15) days prior to any Substitution Date with respect to a Liquidity Facility relating to any Bonds, give notice of the mandatory tender of such Bonds that is to occur on such Substitution Date.

(e) The Trustee shall, at least fifteen (15) days prior to any Mode Change Date, any Tax-Exempt Conversion Date or any Purchase Date (other than a Purchase Date for any Commercial Paper Rate Bond) give notice to the other Notice Parties of the mandatory tender for purchase of such Bonds that is to occur on such date.

(f) Except as provided in Section A-402 and in subsections (b) and (c) of this Section A-407, notice of any mandatory tender of Bonds of a Series shall state that such Bonds are to be purchased pursuant to the applicable Section of this Appendix A, shall be provided by the Trustee or caused to be provided by the Trustee by mailing a copy of the notice of mandatory tender by first-class mail to each Owner of Bonds of the Series at the respective addresses shown on the registry books. Each notice of mandatory tender for purchase shall identify the reason for the mandatory tender for purchase, and specify the Mandatory Purchase Date, the Purchase Price, the place and manner of payment, that the Owner has no right to retain such Bonds and that no further interest will accrue from and after the Mandatory Purchase Date to such Owner. Each notice of mandatory tender for purchase caused by a change in the Mode applicable to the Bonds of a Series shall in addition specify the conditions that have to be satisfied pursuant to Section A-208 hereof in order for the New Mode to become effective and the consequences that the failure to satisfy any of such conditions would have. In the event a mandatory tender of Bonds of a Series shall occur at or prior to the same date on which an optional tender for purchase is scheduled to occur, the terms and conditions of the applicable mandatory tender for purchase shall control. The Trustee shall give a copy of any notice of mandatory tender given by it to the other Notice Parties. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner of any Bond receives the notice, and the failure of such Owner to receive any such notice shall not affect the validity of the action described in such notice. Failure by the Trustee to give a notice as provided in this Section shall not affect the obligation of the Tender Agent to purchase the Bonds of a Series subject to mandatory tender for purchase on the Mandatory Purchase Date.

(g) The Trustee, at the direction of the Authority, and provided the Trustee has been provided with the text of such notice by the Authority, shall give notice by mail to the Owners of, and the Remarketing Agent for, Bonds to be purchased pursuant to Section A-405 not later than fifteen (15) days prior to each Reset Date, which notice will state (1) that such Bonds will be subject to mandatory tender for purchase on such Reset Date; (2) the procedures for such mandatory tender; (3) that the Bonds will be purchased at a price of par; and (4) the consequences of a failed remarketing. The Trustee shall give a copy of any notice of mandatory tender given by it to the other Notice Parties. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner of any Bond receives the notice, and the failure of such Owner to receive any such notice shall not affect the validity of the action described in such notice. Failure by the Trustee to give a notice as provided in this Section shall not affect the obligation of the Tender Agent to purchase the Bonds of a Series subject to mandatory tender for purchase on the Mandatory Purchase Date.

Section A-408. Purchase Fund. (a) Funds and Accounts. There is hereby established, and there shall be maintained with the Tender Agent for the Bonds of each Series, a separate fund to be held in trust for the benefit of the Holders of tendered Bonds of such Series to be known as the “Purchase Fund”. The Tender Agent shall further establish a separate account within such Purchase Fund to be known as the “Liquidity Facility Purchase Account” and a separate account within such Purchase Fund to be known as the “Remarketing Proceeds Account.” To the extent that the Bonds of a Series are re-designated into two or more subseries, the Tender Agent shall establish and maintain a separate Purchase Fund with separate accounts therein for the Bonds of each such subseries.

(b) Remarketing Proceeds Account. Upon receipt of the proceeds of a remarketing of Bonds of a Series on a Purchase Date or Mandatory Purchase Date, the Tender Agent shall deposit such proceeds in the related Remarketing Proceeds Account for application to the payment of the Purchase Price of such Bonds. Notwithstanding the foregoing, upon receipt of the proceeds of a remarketing of Bank Bonds, the Tender Agent shall immediately pay such proceeds to or for the account of the related Liquidity Facility Issuer to the extent of any amount owing to the Liquidity Facility Issuer.

(c) Liquidity Facility Purchase Account. Upon receipt by the Tender Agent of the proceeds of any draw on a Liquidity Facility supporting Bonds of a Series that are transferred to such Tender Agent pursuant to subsection (a) of Section A-414 hereof, the Tender Agent shall deposit such moneys in the related Liquidity Facility Purchase Account for application to the payment of the Purchase Price of Bonds of such Series. Any amounts deposited in the Liquidity Facility Purchase Account for a Series of Bonds and not needed with respect to any Purchase Date or Mandatory Purchase Date for the payment of the Purchase Price for any Bonds of such Series shall be returned immediately to the Liquidity Facility Issuer.

(d) No Investment; Amounts Applied Solely to related Series. Amounts held by the Tender Agent in the Liquidity Facility Purchase Account and the Remarketing Proceeds Account relating to the Bonds of a Series shall not be deemed as part of the Trust Estate and shall be held uninvested and separate and apart from all other funds and accounts. Amounts so held or available to be drawn under the Liquidity Facility for deposit in a Liquidity Facility Purchase Account shall not be available to pay the Purchase Price of Bonds of any Series other than Bonds of a Series that are supported by such Liquidity Facility. The Trustee and Tender Agent shall not have any lien on any funds held within any Liquidity Facility Purchase Account or the Remarketing Proceeds Account.

(e) Payment of Purchase Price by Tender Agent. The Tender Agent shall pay the Purchase Price of Bonds of a Series to their Owners from the moneys in the Liquidity Facility Purchase Account and the Remarketing Proceeds Account in accordance with this Appendix A by 3:00 p.m. on any Purchase Date or Mandatory Purchase Date, as the case may be.

Section A-409. Remarketing of Bonds of a Series; Notices. (a) Remarketing of Bonds of a Series. Subject to the provisions of Section A-412 hereof, the Remarketing Agent for Bonds of a Series shall offer for sale and use its best efforts to find purchasers for (i) all Bonds of such Series or portions thereof as to which notice of tender pursuant to Section A-401 has been

given and (ii) all Bonds required to be tendered for purchase. To the extent a Direct-Pay Credit Facility is in effect, any Bonds of a Series purchased pursuant to clause (iii) of Section A-406 shall not be remarketed unless such Direct-Pay Credit Facility has been reinstated to the Liquidity and Credit Amount. To the extent a Liquidity Facility is in effect, no Bonds of a Series supported by such Liquidity Facility shall be remarketed (i) to the Authority, or any affiliate of the Authority, nor shall any Bank Bonds be remarketed unless the Liquidity Facility has been or will be, immediately upon such remarketing, reinstated by the amount of the reduction that occurred when such Bonds became Bank Bonds, and (ii) at a price that is less than the Purchase Price of such Bonds.

(b) Notice of Remarketing; Registration Instructions; New Bonds.

(i) The Remarketing Agent shall notify the Tender Agent by Electronic Means not later than 11:45 a.m. (12:15 p.m. in the case of Bonds of a Series in the Commercial Paper Mode) on the Purchase Date or Mandatory Purchase Date of the registration instructions as may be necessary to re-register Bonds; and

(ii) Unless otherwise permitted by the Securities Depository and the book-entry-only system applicable to a Series of Bonds, the Tender Agent shall authenticate and have available for delivery to the Remarketing Agent prior to 12:30 p.m. on the Purchase Date or Mandatory Tender Date new Bonds of the Series for the respective purchasers thereof.

(c) Transfer of Funds; Draw on Liquidity Facility.

(i) The Remarketing Agent shall, at or before 11:45 a.m. (12:15 p.m. in the case of Bonds of a Series in the Commercial Paper Mode) on the Purchase Date or Mandatory Purchase Date, as the case may be, (x) notify the Authority, the Trustee and the Tender Agent by Electronic Means of the amount of tendered Bonds of the Series that were not successfully remarketed as of 11:45 a.m., and (y) confirm to the Trustee and the Tender Agent the transfer of the Purchase Price of remarketed Bonds of the Series to the Tender Agent in immediately available funds at or before 11:45 a.m. (12:15 p.m. in the case of Bonds of a Series in the Commercial Paper Mode), such confirmation to include the pertinent Fed Wire reference number.

(ii) To the extent a Liquidity Facility is in effect, the Trustee shall draw on the Liquidity Facility, in accordance with the terms thereof, by 12:00 p.m. on the Purchase Date or Mandatory Purchase Date, as the case may be, in an amount equal to the Purchase Price of all Bonds of the Series tendered or deemed tendered less the aggregate amount of remarketing proceeds confirmed to the Trustee and the Tender Agent as of 11:45 a.m. by the Remarketing Agent pursuant to clause (i) of this Section A-409(c) and shall cause the proceeds of such draw to be transferred to the Tender Agent in accordance with the provisions of Section A-414 hereof by no later than 2:30 p.m., to enable the Tender Agent to pay the Purchase Price of all Bonds of the Series tendered or deemed tendered. Notwithstanding the foregoing, the Trustee shall draw on the Liquidity Facility, if any, in an amount equal to the Purchase Price of all Bonds of the Series tendered or deemed tendered for purchase on each Purchase Date or Mandatory Purchase Date, as the case may be, if it does not receive a confirmation from the Remarketing Agent by 11:45 a.m. pursuant to clause (i) above of this Section A-409(c).

(iii) To the extent a Liquidity Facility is in effect, the Tender Agent shall confirm to the Authority and the Trustee by 2:40 p.m. on the Purchase Date or Mandatory Purchase Date, receipt of the proceeds of any draw on the Liquidity Facility.

(d) Notice to the Authority of Bank Bond Remarketing. The Remarketing Agent shall notify the Authority by Electronic Means of any proposed remarketing of Bank Bonds by the close of business on the Business Day preceding the proposed date of remarketing of such Bank Bonds.

Section A-410. Source of Funds for Purchase of Bonds of a Series. On or before 3:00 p.m. on the Purchase Date or the Mandatory Purchase Date, as the case may be, with respect to Bonds of a Series, the Tender Agent shall purchase such Bonds from the Owners at the Purchase Price. Unless otherwise provided in the forepart of the Certificate of Determination or in a certificate of an Authorized Officer of the Authority delivered to the Trustee, the Tender Agent and the Remarketing Agent on a Mandatory Purchase Date, funds for the payment of such Purchase Price shall be derived solely from the following sources in the order of priority indicated:

(a) immediately available funds on deposit in the Remarketing Proceeds Account with respect to Bonds of such Series; and

(b) to the extent a Liquidity Facility is in effect, immediately available funds on deposit in the Liquidity Facility Purchase Account derived from the Liquidity Facility relating to Bonds of such Series.

Notwithstanding the foregoing, unless otherwise provided in the forepart of the Certificate of Determination or in a certificate of an Authorized Officer of the Authority delivered to the Trustee, the Tender Agent and the Remarketing Agent on a Mandatory Purchase Date, the Authority shall have the option, but shall not be obligated, to transfer immediately available funds to the Tender Agent for the payment of the Purchase Price of any Bond that is tendered or deemed tendered for purchase in accordance with this Appendix A and the Purchase Price of which is not paid on the Purchase Date or Mandatory Purchase Date from any of the sources identified above. None of the Authority, the Trustee, the Tender Agent nor the Remarketing Agent shall have any liability or obligation to pay or, except from the sources identified above, make available such Purchase Price. Unless otherwise provided in the forepart of the Certificate of Determination or in a certificate of an Authorized Officer of the Authority delivered to the Trustee and Tender Agent on a Mandatory Purchase Date, the failure to pay any such Purchase Price for Bonds of a Series that have been tendered or deemed tendered for purchase from any of the sources identified above shall not constitute an Event of Default under the Resolution and in the case of such failure such Bonds shall not be purchased and, except to the extent described in Section A-412 below, shall remain in the Mode in effect immediately preceding such Purchase Date or Mandatory Purchase Date, as the case may be, unless such Mode is automatically converted to a Weekly Rate Mode pursuant to Section A-205(c), A-206, A-208(c)(6), or A-209(c)(6) hereof.

Section A-411. Delivery of Bonds. Except as otherwise required or permitted by the book-entry-only system of the Securities Depository, the Bonds of a Series shall be delivered as follows:

(a) Bonds of a Series sold by the Remarketing Agent pursuant to Section A-409 shall be delivered by the Remarketing Agent to the purchasers of those Bonds by 3:00 p.m. on the Purchase Date or the Mandatory Purchase Date, as the case may be.

(b) The Tender Agent shall, as appropriate to the circumstances, either (i) register Bonds of a Series purchased by the Tender Agent with moneys described in Section A-410(b), or if any such Bond is not delivered by the Owner thereof, a new Bond of such Series in replacement of the undelivered Bond, in the name of the Liquidity Facility Issuer or, if directed in writing by the Liquidity Facility Issuer, its nominee or designee on the registry books on or before the close of business on the Purchase Date or Mandatory Purchase Date, as the case may be, and shall promptly deliver such Bonds to the custodian, if any, provided for in the Liquidity Facility or as the Liquidity Facility Issuer may otherwise direct in writing, and prior to such delivery shall hold such Bonds of such Series in trust for the benefit of the Liquidity Facility Issuer or (ii) cause the beneficial ownership of such Bonds of such Series to be credited to the account of the Liquidity Facility Issuer or, if directed in writing by the Liquidity Facility Issuer, its nominee or designee with DTC.

(c) When any Bank Bonds of a Series are remarketed, the Tender Agent shall not release the Bonds so remarketed to the Remarketing Agent until the Tender Agent has received and forwarded to or for the account of the Liquidity Facility Issuer the proceeds of such remarketing and (i) the Liquidity Facility has been reinstated by an amount equal to the principal amount of Bank Bonds so remarketed plus the interest component of the Liquidity and Credit Amount calculated with respect to such principal amount of Bonds, which reinstatement the Tender Agent has confirmed in writing with the Liquidity Facility Issuer, or (ii) if the Bonds of a Series became Bank Bonds on a Mandatory Purchase Date and a Liquidity Facility is no longer in effect with respect to Bonds of such Series after the Mandatory Purchase Date, any draws on such Liquidity Facility and interest thereon have been reimbursed to the Liquidity Facility Issuer.

(d) With respect to any Bonds held in book-entry form, delivery of such Bond to the Tender Agent in connection with any optional or mandatory tender pursuant to Section A-405 hereof shall be effected by the making of, or the irrevocable authorization to make, appropriate entries on the books of DTC or any DTC Participant to reflect the transfer of the beneficial ownership interest in such Bond to the account of the Tender Agent, or to the account of a DTC Participant acting on behalf of the Tender Agent. With respect to any Bond which is not held in book-entry form, delivery of such Bond to the Tender Agent in connection with any optional or mandatory tender pursuant to Section A-405 hereof shall be effected by physical delivery of such Bond to the Tender Agent at its Principal Office, by 1:00 p.m. (New York City time) on the Purchase Date, accompanied by an instrument of transfer thereof, in a form satisfactory to the Tender Agent, executed in blank by the holder thereof with the signature of such holder guaranteed in accordance with the guidelines set forth by one of the nationally recognized medallion signature programs.

Section A-412. Bonds Deemed Purchased; Delayed Remarketing Period.

(a) If moneys sufficient to pay the purchase price of (i) Bonds to be purchased pursuant to A-405 hereof or (ii) Bonds bearing interest at a Term Rate which is a variable rate based upon an index to be purchased pursuant to Section A-403 or A-404 hereof, shall be held by the Tender Agent on

the date such Bonds are to be purchased, such Bonds shall be deemed to have been purchased for all purposes of the Resolution, irrespective of whether or not such Bonds shall have been delivered to the Tender Agent, and neither the former holder of such Bonds nor any other person shall have any claim thereon, under the Resolution or otherwise, for any amount other than the purchase price thereof.

(b) In the event of non-delivery of any (i) Bond to be purchased pursuant to A-405 hereof or (ii) any Bond bearing interest at a Term Rate which is a variable rate based upon an index to be purchased pursuant to Section A-403 or A-404 hereof, the Tender Agent shall segregate and hold uninvested the moneys for the purchase price of such Bonds in trust, without liability for interest thereon, for the benefit of the former holders of such Bonds, who shall, except as provided in the following sentence, thereafter be restricted exclusively to such moneys for the satisfaction of any claim for the purchase price of such Bonds. Any moneys which the Tender Agent shall segregate and hold in trust for the payment of the purchase price of any Bond and remaining unclaimed for two (2) years after the date of purchase shall, to the extent permitted by law, upon request in writing by the Authority and the furnishing of security or indemnity to the Tender Agent's satisfaction, be paid to the Authority free of any trust or lien and thereafter the former owner of such Bond shall look only to the Authority and then only to the extent of the amounts so received by the Authority without any interest thereon and the Tender Agent shall have no further responsibility with respect to such moneys or payment of the purchase price of such Bonds.

(c) If moneys sufficient to pay the purchase price of (i) Bonds to be purchased pursuant to A-405 hereof or (ii) Bonds bearing interest at a Term Rate which is a variable rate based upon an index to be purchased pursuant to Section A-403 or A-404 hereof, shall not be held by the Tender Agent on the date such Bonds are to be purchased, (1) no purchase shall be consummated on such purchase date and the Tender Agent shall, after any applicable grace period, (a) return all tendered Bonds to the Holders thereof and (b) return all remarketing proceeds to the Remarketing Agent for return to the Persons providing such moneys; and (2) such Bonds shall bear interest at the Maximum Rate during the period of time from and including the applicable purchase date to (but not including) the date that all such Bonds are successfully remarketed (the "Delayed Remarketing Period").

(d) On each Business Day following the failed remarketing on the applicable purchase date, the Remarketing Agent shall continue to use its best efforts to remarket the Bonds into the Mode designated by the Trustee, at the direction of the Authority, which rate may or may not exceed the Maximum Rate (or such other Mode as the Trustee, at the direction of the Authority, shall thereafter designate to the Remarketing Agent and the prospective owners thereof) or an additional Interest Rate Period in the Term Rate Mode. Once the Remarketing Agent has advised the Trustee that it has a good faith belief that it is able to remarket all of the Bonds into the designated Interest Rate Period, the Trustee, at the direction of the Authority, will give notice by mail to the Holders of the Bonds not later than five Business Days prior to the purchase date, which notice will state (1) that the interest rate on the Bonds will continue to be a Term Rate or will be adjusted to a Daily Rate, Weekly Rate or Fixed Rate or to the interest rates and Interest Rate Periods applicable in the Commercial Paper Mode on and after the purchase date; (2) that such Bonds will be subject to mandatory tender for purchase on the purchase date; (3) the procedures

for such mandatory tender; (4) the purchase price of the Bonds on the purchase date (expressed as a percentage of the principal amount thereof); and (5) the consequences of a failed remarketing.

(e) During the Delayed Remarketing Period, the Trustee may, upon direction of the Authority, apply amounts to the redemption of the Bonds as a whole or in part on any Business Day during the Delayed Remarketing Period, at a redemption price equal to the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium. Notice of redemption shall be provided at least 5 Business Days prior to the date fixed for redemption.

(f) During the Delayed Remarketing Period, interest on such Bonds shall be paid to the Owners thereof (i) on each May 15 and November 15 occurring during the Delayed Remarketing Period and (ii) on the last day of the Delayed Remarketing Period. Payment of such interest shall be made by the Trustee from the Debt Service Fund pursuant to the Resolution.

Section A-413. Delivery and Payment for Purchased Bonds of a Series; Undelivered Bonds. Except as otherwise required or permitted by the book-entry-only system of the Securities Depository, the Bonds of a Series purchased pursuant to this Article shall be delivered (with all necessary endorsements) at or before 12:00 noon on the Purchase Date or Mandatory Purchase Date, as the case may be, at the office of the Tender Agent in New York, New York; provided, however, that payment of the Purchase Price of any Bond of a Series purchased pursuant to Section A-401 hereof shall be made only if such Bond so delivered to the Tender Agent conforms in all respects to the description thereof in the notice of tender. Payment of the Purchase Price shall be made by wire transfer in immediately available funds by the Tender Agent by the close of business on the Purchase Date or Mandatory Purchase Date, as the case may be, or, if the Owner has not provided or caused to be provided wire transfer instructions, by check mailed to the Owner at the address appearing in the books required to be kept by the Trustee pursuant to the Resolution. Subject to the provisions of Section A-412 hereof, if Bonds of a Series to be purchased are not delivered by the Owners to the Tender Agent by 12:00 noon on the Purchase Date or the Mandatory Purchase Date, as the case may be, the Tender Agent shall hold any funds received for the purchase of those Bonds in trust in a separate account and shall pay such funds to the former Owners upon presentation of the Bonds subject to tender. Any such amounts shall be held uninvested. Such undelivered Bonds shall be deemed tendered and cease to accrue interest as to the former Owners on the Purchase Date or the Mandatory Purchase Date, as the case may be, and moneys representing the Purchase Price shall be available against delivery of those Bonds at the Principal Office of the Tender Agent; provided, however, that any funds which shall be so held by the Tender Agent and which remain unclaimed by the former Owner of any such Bond not presented for purchase for a period of two years after delivery of such funds to the Tender Agent, shall, to the extent permitted by law, upon request in writing by the Authority and the furnishing of security or indemnity to the Tender Agent's satisfaction, be paid to the Authority free of any trust or lien and thereafter the former Owner of such Bond shall look only to the Authority and then only to the extent of the amounts so received by the Authority without any interest thereon and the Tender Agent shall have no further responsibility with respect to such moneys or payment of the Purchase Price of such Bonds. The Tender Agent shall authenticate a replacement Bond of a Series for any undelivered Bond of such Series which may then be remarketed by the Remarketing Agent.

Section A-414. Draws on Liquidity Facility. (a) To the extent a Liquidity Facility is in effect with respect to the Bonds of a Series, by 12:00 p.m. on each Purchase Date or Mandatory Purchase Date with respect to Bonds of such Series, as the case may be, the Trustee shall draw on the Liquidity Facility supporting the Bonds of such Series in accordance with the terms thereof and cause to have transferred the proceeds of such draw to the Tender Agent so as to have funds deposited with the Tender Agent by 2:30 p.m. on such date in an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of such Bonds on such date, to enable the Tender Agent to pay the Purchase Price in connection therewith. The Tender Agent shall deposit said proceeds in the related Liquidity Facility Purchase Account. If a draw under a Liquidity Facility is required, the provision of indemnification under the Resolution shall not be a condition precedent to such draw or any payment therefrom.

(b) Notwithstanding the foregoing provisions of this Section, the Trustee shall not draw on a Liquidity Facility with respect to the Purchase Price of Bank Bonds or Bonds of a Series owned by the Authority, any subsidiary or affiliate of the Authority, the Liquidity Facility Issuer or the Credit Facility Issuer except as set forth otherwise in the forepart to this Certificate of Determination.

ARTICLE A-V

LIQUIDITY FACILITIES AND CREDIT FACILITIES

Section A-501. Liquidity Facility and Credit Facility. (a) At any time, the Authority may provide for the delivery to the Trustee of (i) an initial and an Alternate Liquidity Facility with respect to the Bonds of any Series, and/or (ii) an initial and an Alternate Credit Facility with respect to the Bonds of any Series. The Authority shall not obtain a Liquidity Facility for the Bonds of a Series or provide for the delivery of a Liquidity Facility for the Bonds of a Series to the Trustee without the prior consent of the Credit Facility Issuer for the Bonds of such Series. Any such Liquidity Facility or Credit Facility shall provide that a Termination Date which permits the Trustee to make on the Termination Tender Date a draw under the Liquidity Facility or the Credit Facility, as the case may be, shall not occur unless written notice thereof is delivered to or received by the Trustee and the Tender Agent at least sixteen (16) calendar days (or if such sixteenth calendar day is not a Business Day, the preceding Business Day) prior to the Termination Date. To the extent that any Liquidity Facility or Credit Facility permits the issuer thereof to assign its obligation thereunder, such Liquidity Facility or Credit Facility, as the case may be, shall provide that such assignment shall not be effective unless a written notice of such assignment is received by the Trustee and the Tender Agent at least sixteen (16) calendar days (or if such sixteenth calendar day is not a Business Day, the preceding Business Day) prior to the effective date of such assignment. On or prior to the date on which a Liquidity Facility or Credit Facility is obtained or delivered to the Trustee, the Authority shall furnish to the Trustee a Favorable Opinion of Bond Counsel. As provided in Section A-406 hereof, all Outstanding Bonds of the Series to which such Liquidity Facility or Credit Facility (other than a bond insurance policy securing Bonds of a Series in a Term Rate Mode or a Fixed Rate Mode) relates will become subject to mandatory tender for purchase on the Substitution Date.

(b) At the direction of the Authority, the Trustee shall execute and deliver any instrument that, upon such execution and delivery by the Trustee, would constitute a “Credit Facility” or “Liquidity Facility.”

(c) The Authority shall deliver to the Trustee, the Tender Agent, the Credit Facility Issuer and the Remarketing Agent a copy of each Liquidity Facility or Credit Facility obtained pursuant to this article on the effective date of such Liquidity Facility or Credit Facility. If at any time there shall have been delivered to the Trustee (i) an Alternate Credit Facility or Alternate Liquidity Facility in substitution for the Credit Facility or Liquidity Facility with respect to Bonds of a Series then in effect and (ii) a Favorable Opinion of Bond Counsel, then, providing that any condition to substitution contained in the existing Credit Facility or Liquidity Facility shall have been satisfied, the Trustee shall accept such Alternate Credit Facility or Alternate Liquidity Facility and, subject to subsection (d) of this Section A-501, shall surrender the Credit Facility or Liquidity Facility then in effect to the Credit Facility Issuer or Liquidity Facility Issuer on the effective date of the Alternate Credit Facility or Alternate Liquidity Facility. In the event of an extension of the Expiration Date, the Authority shall give the Trustee, the Tender Agent, the Credit Facility Issuer and the Remarketing Agent a written notice of the new Expiration Date at least sixteen (16) calendar days (or if such sixteenth calendar day is not a Business Day, the preceding Business Day) prior to the Expiration Tender Date. In the event of a substitution of a Liquidity Facility with an Alternate Liquidity Facility or of a Credit Facility with an Alternate Credit Facility, the Authority shall give the Trustee, the Tender Agent and the Remarketing Agent a written notice of the Substitution Date at least sixteen (16) calendar days (or if such sixteenth calendar day is not a Business Day, the preceding Business Day) prior to such Substitution Date. The Authority shall give the Trustee, Tender Agent and the Remarketing Agent a written notice of its election to terminate the Credit Facility or the Liquidity Facility at least sixteen (16) calendar days (or if such sixteenth calendar day is not a Business Day, the preceding Business Day) prior to the Termination Tender Date resulting from its election to terminate such Credit Facility or Liquidity Facility.

(d) In no event shall the Trustee surrender or cancel a Liquidity Facility relating to the Bonds of any Series unless it has received funds, either from proceeds of remarketing or a draw under the Liquidity Facility to be surrendered or cancelled, sufficient to pay the Purchase Price of such Bonds to the applicable Mandatory Purchase Date. In no event shall the Trustee surrender or cancel a Credit Facility relating to the Bonds of any Series unless it has received funds sufficient to pay the Purchase Price of such Bonds to the applicable Mandatory Purchase Date.

(e) The Trustee shall not sell, assign or otherwise transfer the Credit Facility or Liquidity Facility, except to a successor Trustee hereunder and in accordance with the terms of the Credit Facility or Liquidity Facility and the Resolution.

(f) Neither the Authority nor the Trustee shall consent to the substitution of a new Credit Facility for the then-existing Credit Facility that is a bond insurance policy, or the surrender, cancellation, termination, amendment or modification of the then-existing Credit Facility that is a bond insurance policy, without (i) the prior written consent of the Liquidity Facility Issuer, if any, and (ii) to the extent that such bond insurance policy secures Bonds of a Series in a Term Rate Mode or Fixed Rate Mode, the written confirmation from each Rating

Agency then rating such Bonds to the effect that the such substitution, surrender, cancellation, termination, amendment or modification will not, by itself, result in a reduction or withdrawal of the short-term rating, if any, or the long-term rating of such Bonds below the rating of such Rating Agency then in effect with respect to such Bonds.

(g) On or prior to the Substitution Date, no drawing under an Alternate Liquidity Facility shall be made by the Trustee if the predecessor Liquidity Facility shall be effective and available to make drawings thereunder on the date of such drawing. After the Substitution Date, no drawing under a predecessor Liquidity Facility shall be made by the Trustee if the Alternate Liquidity Facility shall be effective and available to make drawings thereunder on the date of such drawing.

Section A-502. Direct-Pay Credit Facility Drawing Account. If a Direct-Pay Credit Facility is in effect with respect to the Bonds of a Series, the following provisions shall apply with respect to the Bonds of such Series:

(a) There shall be created and established separate accounts for the Bonds of such Series, to be held by the Trustee, to be known as the “[Name of Bonds of a Series that are secured by such Credit Facility] Direct-Pay Credit Facility Drawing Account” (the “Direct-Pay Credit Facility Drawing Account”) and the “[Name of Bonds of a Series that are secured by such Credit Facility] Payment and Reimbursement Account” (the “Payment and Reimbursement Account”). The Direct-Pay Credit Facility Drawing Account and the Payment and Reimbursement Account shall be established outside of the Debt Service Fund and shall be held by the Trustee. The establishment of such Direct-Pay Credit Facility Drawing Account and Payment and Reimbursement Account shall be evidenced in the forepart of the Certificate of Determination or a certificate of an Authorized Officer of the Authority. The Trustee and Tender Agent shall not have any lien on any funds held within any Direct-Pay Credit Facility Drawing Account.

(b) The Authority shall transfer amounts that are sufficient to make payments of principal and Redemption Price of and interest on the Bonds of a Series as and when the same shall become due and payable for deposit in the Debt Service Fund in accordance with the Resolution, and the Trustee (if MTA is the Authority) or the Authority (if TBTA is the Authority), as the case may be, shall on or prior to the related Principal Payment Date or Interest Payment Date transfer such payments from the Debt Service Fund to the related Payment and Reimbursement Account, regardless of whether (x) a draw is made under such Direct-Pay Credit Facility and (y) the issuer of such Direct-Pay Credit Facility honors a draw thereunder.

(c) The Trustee shall take all action necessary to draw or make a claim on the related Direct-Pay Credit Facility in accordance with the provisions of such facility, in such amounts, at such times, and in such manner as shall be necessary to pay the principal and Redemption Price (including, to the extent amounts are available therefor under the Direct-Pay Credit Facility, from Sinking Fund Installments) of and interest on all Bonds payable therefrom as and when the same shall become due and payable. The Trustee shall promptly deposit into the related Direct-Pay Credit Facility Drawing Account all moneys so drawn by the Trustee under the related Direct-Pay Credit Facility, which shall not be commingled with any other moneys held by the Trustee and which shall be applied to the payment of such principal, Redemption Price and

interest. If such a draw is required, the provision of indemnification under the Resolution shall not be a condition precedent to such draw or any payment therefrom. Notwithstanding the foregoing provisions of this Section, the Trustee shall not draw on a Direct-Pay Credit Facility with respect to principal and interest on Bank Bonds or Bonds of a Series owned by the Issuer, any subsidiary or affiliate of the Authority, the Liquidity Facility Issuer or the Credit Facility Issuer.

(d) The Trustee shall make payments of principal or Redemption Price of and interest on the Bonds of such Series to their Owners in the manner provided for in the Resolution from the moneys deposited in the related Direct-Pay Credit Facility Drawing Account pursuant to subsection (c) of this Section A-502. If sufficient funds are not available in the related Direct-Pay Credit Facility Drawing Account, the Trustee shall apply other moneys, if any, available in the related Payment and Reimbursement Account, to the extent necessary to make such payment. If the principal or Redemption Price of and interest on the Bonds of a Series has been paid in full when due and all payments required to be made under the Direct-Pay Credit Facility have been made, the Trustee shall apply remaining moneys, if any, available in the Payment and Reimbursement Account in an amount not to exceed the amount of the draw or borrowing under the Direct-Pay Credit Facility to reimburse the issuer of the Direct-Pay Credit Facility for such draw or borrowing after such draw or borrowing has been honored by the issuer of the Direct-Pay Credit Facility.

(e) In the event the Credit Facility Issuer has failed to honor a properly presented and conforming drawing from the Trustee under the Direct-Pay Credit Facility, the Trustee shall make payments of principal or Redemption Price of and interest on the Bonds of such Series to their Owners in the manner provided for in the Resolution from the moneys deposited in the related Payment and Reimbursement Account pursuant to subsection (b) of this Section A-502. If sufficient funds are not available in the related Payment and Reimbursement Account, the Trustee shall notify the Authority of such deficiency and the Authority will timely transfer amounts that are sufficient to make payments of principal and Redemption Price of and interest on the Bonds of a Series as and when the same shall become due and payable for deposit in the Debt Service Fund in accordance with the Resolution, and the Trustee (if MTA is the Authority) or the Authority (if TBTA is the Authority), as the case may be, shall on or prior to the related Principal Payment Date or Interest Payment Date transfer such payments from the Debt Service Fund to the related Payment and Reimbursement Account, and the Trustee shall apply such moneys to make such payments.

(f) Amounts held in each Direct-Pay Credit Facility Drawing Account shall not be deemed to be as part of the Trust Estate and shall be held uninvested and separate and apart from all other funds and accounts.

ARTICLE A-VI

AGENTS

Section A-601. Remarketing Agent. The Authority shall appoint and employ the services of a Remarketing Agent while the Bonds of any Series or subseries are in the Daily Mode, the Weekly Mode or the Commercial Paper Mode. The Authority shall appoint and employ

the services of a Remarketing Agent prior to any Purchase Date, Tax-Exempt Conversion Date or Mode Change Date while the Bonds of any Series are in the Term Rate Mode, and 60 days prior to any Reset Date.

The Remarketing Agent for Bonds of a Series shall offer for sale and use its best efforts to find purchasers for (i) all Bonds of such Series or portions thereof as to which notice of tender pursuant to Section A-401 has been given and (ii) all Bonds required to be tendered for purchase.

Any Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving notice to the related Liquidity Facility Issuer, the Trustee, the Authority, the related Credit Facility Issuer and the Tender Agent in accordance with the Remarketing Agreement. Any Remarketing Agent may be removed at any time, at the direction of the Authority, by an instrument filed with the Trustee, the related Remarketing Agent and the related Tender Agent in accordance with the Remarketing Agreement.

Any Remarketing Agent shall be selected by the Authority and shall be a member of the National Association of Securities Dealers, Inc., shall have a capitalization of at least fifteen million dollars (\$15,000,000), and shall be authorized by law to perform all the duties set forth in the Resolution. The Authority's delivery to the Trustee of a Certificate setting forth the effective date of the appointment of a Remarketing Agent and the name, address and telephone number of such Remarketing Agent shall be conclusive evidence that (i) such Remarketing Agent has been appointed and is qualified to act as Remarketing Agent under the terms of the Resolution and (ii) if applicable, the predecessor Remarketing Agent has been removed in accordance with the provisions of the Resolution.

Each Remarketing Agent shall keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the Authority and the Trustee at all reasonable times.

Section A-602. Tender Agent. The Authority shall appoint and employ the services of the Tender Agent while the Bonds of any Series or subseries are in the Daily Mode, the Weekly Mode or the Commercial Paper Mode. The Authority shall appoint and employ the services of the Tender Agent prior to any Purchase Date, Tax-Exempt Conversion Date or Mode Change Date while the Bonds of any Series are in the Term Rate Mode, and 60 days prior to any Reset Date.

The Tender Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least fifteen (15) days' notice to the related Liquidity Facility Issuer, the Trustee, the Authority and the related Credit Facility Issuer, provided that a successor Tender Agent shall be appointed and acting hereunder on or prior to the effective date of such resignation or discharge. The Tender Agent may be removed at any time, at the direction of the Authority, by an instrument filed with the Trustee and the related Remarketing Agent and upon at least fifteen (15) days' notice to the Tender Agent, provided that a successor Tender Agent shall be appointed and acting hereunder on or prior to the effective date of such removal.

The Tender Agent shall be selected by the Authority and shall be a bank or other financial institution that satisfies the qualifications set forth in subsection 3 of Section A-710 of the General Resolution. The Authority's delivery to the Trustee of a Certificate setting forth the effective date of the appointment of a Tender Agent and the name, address and telephone number of such Tender Agent shall be conclusive evidence that (i) such Tender Agent has been appointed and is qualified to act as Tender Agent under the terms of the Resolution and (ii) if applicable, the predecessor Tender Agent has been removed in accordance with the provisions of the Resolution.

The Tender Agent shall keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the Authority, the Trustee, the related Credit Facility Issuer and the related Liquidity Facility Issuer at all reasonable times.

The Tender Agent shall be a Fiduciary within the meaning given to such term in the Resolution.

At all times hereunder the Tender Agent and the Trustee shall be the same institution.

ARTICLE A-VII

MISCELLANEOUS

Section A-701. No Defeasance of Bonds in Daily or Weekly Mode. The Authority covenants and agrees that it will not defease any subseries of the Bonds bearing interest at a Daily Rate or a Weekly Rate.

Section A-702. Modifications or Amendments to the Resolution. Notwithstanding Sections A-903 and A-904 of the General Resolution, the provisions of the Resolution, including, without limitation, the provisions of the Certificate of Determination and this Appendix A, may be modified or amended, with respect to Bonds of a Series, with the consent of the Credit Facility Issuer for the Bonds of such Series, pursuant to the Resolution by obtaining, when required by the Resolution, the consent of the Owners all Outstanding Bonds of such Series as follows:

(i) during a Weekly Mode or Daily Mode, if on the 30th day (or if such day is not a Business Day, on the next succeeding Business Day) after the date on which the Trustee mailed notice of such proposed modification or amendment to Owners of the Outstanding Bonds of a Series there is delivered to the Trustee (a) a certificate of the Tender Agent to the effect that all Bonds that have been tendered for purchase by their Owners pursuant to Section A-401 after the date on which the Trustee mailed such notice of the proposed modification or amendment have been purchased at a price equal to the Purchase Price thereof, (b) a written consent of the Remarketing Agent to the proposed modification or amendment and (c) a Favorable Opinion of Bond Counsel, the proposed amendment shall be deemed to have been consented by the Owners of the Bonds of such Series; and

(ii) during any Mode other than the Fixed Rate Mode, if on or prior to any Mandatory Purchase Date there is delivered to the Trustee (a) a certificate of the Tender Agent to the effect that all Bonds of such Series have been purchased at a price equal to the Purchase Price thereof, (b) a written consent of the Remarketing Agent to the proposed modification or amendment, and (c) a Favorable Opinion of Bond Counsel, the proposed amendment shall be deemed to have been consented to by the Owners of the Bonds of such Series.

Section A-703. Notices. (a) Notices to Owners. All notices required to be given to Owners of Bonds of a Series under the Certificate of Determination, unless otherwise expressly provided in the Certificate of Determination, shall be given by first class mail, postage prepaid.

(b) Notices to Rating Agencies. The Authority shall give prior written notice to the Rating Agencies of any of the following events:

- (1) Any change of Trustee, Tender Agent or Remarketing Agent;
- (2) Any material changes to the Resolution that affect the Bonds;
- (3) Any changes to the Liquidity Facility, the Credit Facility, or any agreement with the Liquidity Facility Issuer, Credit Facility Issuer, Remarketing Agent or Tender Agent pertaining to the Bonds;
- (4) Any expiration, termination or extension of any Liquidity Facility or Credit Facility or the obtaining of an Alternate Liquidity Facility or Alternate Credit Facility pertaining to the Bonds;
- (5) Any action in connection with a change to a Term Rate Mode or Fixed Rate Mode or Commercial Paper Mode; and
- (6) Any redemption, defeasance, mandatory tender or acceleration of all the Outstanding Bonds.

(c) Demands; Requests. All notices, demands and requests to be given to or made hereunder by the Authority, the Trustee, the Tender Agent, the Remarketing Agents, the Liquidity Facility Issuers, the Credit Facility Issuers, the Rating Agencies shall, unless otherwise expressly provided herein, be given or made in writing and shall be deemed to be properly given or made if by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. Notices, demands and requests that may be given by Electronic Means may be sent to the telephone or fax numbers, as applicable, set forth below:

- (1) As to the Authority: The address, phone number and fax number specified in the forepart of the Certificate of Determination.

- (2) As to the Trustee: The address, phone number and fax number specified in the forepart of the Certificate of Determination.
- (3) As to the Tender Agent: The address, phone number and fax number specified in the Tender Agency Agreement.
- (4) As to the Remarketing Agent(s): The address, phone number and fax number specified in the related Remarketing Agreement.
- (5) As to the Credit Facility Issuer(s) and Liquidity Facility Issuer(s): The address, phone number and fax number specified in the forepart of the Certificate of Determination or the related Credit Facility or Liquidity Facility, as the case may be.
- (6) As to the Rating Agencies: The address, phone number and fax number specified in the forepart of the Certificate of Determination.

or to such other address as is provided by the entity.

Section A-704. Notice By Trustee Relating to a Suspension Event. Upon receipt of a written notice from the Liquidity Facility Issuer or the Authority that the obligation of the Liquidity Facility Issuer to purchase tendered Bonds thereunder will be suspended, the Trustee shall within two (2) Business Days give notice thereof to the Owners of the Bonds of such Series. If the Trustee receives written notice from the Liquidity Facility Issuer or the Authority, stating that the event which resulted in the Liquidity Facility Issuer or the Authority giving a notice of the suspension has been cured and that the Liquidity Facility Issuer has reinstated the Liquidity Facility, then the Trustee shall within two (2) Business Days give notice of such reinstatement to the Owners of the Bonds of such Series. Notwithstanding anything to the contrary in this Appendix A, such notice shall be given by Electronic Means capable of creating a written notice. Any notice given substantially as provided in this Section shall be conclusively presumed to have been duly given, whether or not actually received by each Owner. Failure by Trustee to give a notice as provided in this Section shall not constitute an Event of Default under the Resolution.

EXHIBIT B-1

SUBSERIES 2020B-1 CONTINUING COVENANT AGREEMENT

The enclosed electronic (PDF) document has been created by scanning an original paper document. Optical Character Recognition (OCR) has been used to create searchable text. OCR technology is not perfect, and therefore some words present in the original document image may be missing, altered or may run together with adjacent words in the searchable text.

CONTINUING COVENANT AGREEMENT

CONTINUING COVENANT AGREEMENT

dated as of March 27, 2020

between

METROPOLITAN TRANSPORTATION AUTHORITY

and

PNC BANK, NATIONAL ASSOCIATION

relating to:

\$75,000,000
METROPOLITAN TRANSPORTATION AUTHORITY
TRANSPORTATION REVENUE REFUNDING BONDS,
SUBSERIES 2020B-1

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS AND ACCOUNTING TERMS	1
Section 1.01.	Defined Terms	1
Section 1.02.	Terms Defined in Resolution	9
Section 1.03.	Accounting Matters	9
Section 1.04.	Use of Phrases	9
Section 1.05.	Computation of Interest	9
Section 1.05.	Times of Day	9
ARTICLE II	PURCHASE OF BONDS AND INCREASED PAYMENTS	9
Section 2.01.	Purchase of Bonds	9
Section 2.02.	Taxes	10
Section 2.03.	Increased Costs	10
Section 2.04.	Default Rate	12
Section 2.05.	Determination of Taxability	12
Section 2.06.	Funding Indemnity	13
Section 2.07.	Survival	13
ARTICLE III	REPAYMENT	13
Section 3.01.	Payment Obligations	13
Section 3.02.	Amortization of Bonds	14
Section 3.03.	General Provisions as to Payment	15
Section 3.04.	Evidence of Debt	15
Section 3.05.	Credit for Amounts Paid Pursuant to the Resolution	16
Section 3.06.	Rate of Interest	16
Section 3.07.	Purchaser Consent to Subsequent Term Rate Mode	17
ARTICLE IV	CONDITIONS PRECEDENT TO PURCHASE OF BONDS	17
Section 4.01.	Documentary Requirements	17
Section 4.02.	Litigation	19
Section 4.03.	Other Matters	19
Section 4.04.	No Bond Rating; DTC; Offering Document	19
ARTICLE V	REPRESENTATIONS AND WARRANTIES	19
Section 5.01.	Existence	20
Section 5.02.	Power and Authority	20
Section 5.03.	Binding Obligation	20
Section 5.04.	No Conflict	20
Section 5.05.	No Litigation	20
Section 5.06.	Approvals and Consents	21
Section 5.07.	Financial Statements	21

Section 5.08.	Bonds	21
Section 5.09.	Incorporation of Representations and Warranties by Reference	21
Section 5.10.	No Maximum Lawful Rate	21
Section 5.11.	Regulations U and X	21
Section 5.12.	Absence of Defaults	22
Section 5.13.	No Proposed Legal Changes	22
Section 5.14.	Taxes	22
Section 5.15.	Compliance with Laws	22
Section 5.16.	Security	22
Section 5.17.	Trustee	23
Section 5.18.	Immunity	23
Section 5.19.	Sanctions Concerns and Anti-Corruption Laws	23
Section 5.20.	Agreement Constitutes a Credit Facility	23
ARTICLE VI	COVENANTS	24
Section 6.01.	Preservation of Corporate Existence, Etc.	24
Section 6.02.	Compliance with Related Documents	24
Section 6.03.	Visits and Inspections	24
Section 6.04.	Litigation Notice	24
Section 6.05.	Further Assurance	24
Section 6.06.	Information	24
Section 6.07.	Event of Default	25
Section 6.08.	Related Documents	25
Section 6.09.	Amendments	25
Section 6.10.	Conversions; Optional Redemptions	26
Section 6.11.	Certain Reporting Requirements	26
Section 6.12.	Maintenance of Trustee	26
Section 6.13.	Appointment of Successor Trustee	26
Section 6.14.	Investment Guidelines	26
Section 6.15.	Future Grant of Right to Declare Obligations Immediately Due and Payable	26
Section 6.16.	Immunity	27
Section 6.17.	Bonds Rating	27
Section 6.18.	Litigation Notice	28
Section 6.19.	Interest Rate Protection Agreements	28
Section 6.20.	Exempt Status	28
Section 6.21.	Use of Proceeds	28
Section 6.22.	Maintenance of Approvals: Filings, Etc.	28
Section 6.23.	Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees	28
Section 6.24.	Sanctions	28
Section 6.25.	Anti-Corruption Laws	29
ARTICLE VII	EVENTS OF DEFAULT	29
Section 7.01.	Events of Default	29

Section 7.02.	Consequences of an Event of Default	31
Section 7.03.	Solely for the Benefit of Purchaser	31
Section 7.04.	Discontinuance of Proceedings	32
ARTICLE VIII	MISCELLANEOUS	32
Section 8.01.	Waivers, Amendments	32
Section 8.02.	Waiver of Right of Setoff	32
Section 8.03.	Survival of Representations and Warranties	32
Section 8.04.	Expenses	33
Section 8.05.	Notices	33
Section 8.06.	Continuing Obligation	35
Section 8.07.	Pledge and Agreement of the State	35
Section 8.08.	Successors and Assigns	35
Section 8.09.	Satisfaction Requirement	37
Section 8.10.	Limited Liability of the Purchaser	37
Section 8.11.	Indemnification	38
Section 8.12.	Obligations Absolute	38
Section 8.13.	Governing Law; Jurisdiction; Etc.	38
Section 8.14.	Counterparts	38
Section 8.15.	Severability	38
Section 8.16.	Service of Process and Jurisdiction.....	38
Section 8.17.	Entire Agreement	39
Section 8.18.	Waiver of Jury Trial	39
Section 8.19.	Benefit of Agreement.....	39
Section 8.20.	No Waiver or Delay	40
Section 8.21.	Headings	40
Section 8.22.	Government Regulations	40
Section 8.23.	Assignment to Federal Reserve Bank	40
Section 8.24.	Redaction	41
Section 8.25.	Arm's-Length Transaction	41
Section 8.26.	Electronic Execution of Certain Documents.....	41
Section 8.27.	Payments Set Aside.....	41

EXHIBIT A — Form of Request for Conversion of Term Rate Mode

CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT dated as of March 27, 2020 (as amended, supplemented, modified or restated from time to time in accordance with its terms, this “*Agreement*”), between the METROPOLITAN TRANSPORTATION AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York created by the Metropolitan Transportation Authority Act, Title 11 of Article 5 of the Public Authorities Law of the Consolidated Laws of the State of New York (the “*Authority*”), and PNC BANK, NATIONAL ASSOCIATION, a national banking association.

RECITALS

WHEREAS, on the date hereof, the Authority is issuing \$75,000,000 aggregate principal amount of Transportation Revenue Refunding Bonds, Subseries 2020B-1 (the “*Bonds*”) pursuant to the General Resolution Authorizing Transportation Revenue Obligations adopted by the Authority on March 26, 2002 (as may be further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof, the “*General Resolution*”), the Multiple Series Transportation Revenue Refunding Bond Supplemental Resolution, adopted by the Board of the Authority on December 18, 2019 (as may be further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof, the “*Supplemental Resolution*”) and a Certificate of Determination Relating to Metropolitan Transportation Authority Transportation Revenue Refunding Bonds, Series 2020B, dated as of March 27, 2020 (as may be amended, supplemented, modified or restated from time to time, the “*Certificate of Determination*” and, together with the General Resolution and the Supplemental Resolution, referred to collectively herein as the “*Resolution*”).

WHEREAS, the Purchaser (as hereinafter defined) has agreed to purchase the Bonds and as a condition to such purchase, the Purchaser has required the Authority to enter into this Agreement.

NOW, THEREFORE, to induce the Purchaser to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Authority and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Agreement and the Resolution, the following terms shall have the meanings set forth below:

“*Act*” means the Metropolitan Transportation Authority Act, Title 11 of Article 5 of the Public Authorities Law of the Consolidated Laws of the State of New York, as amended.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such

first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Amortization End Date*” means the earliest to occur of (i) the fifth (5th) anniversary of the Subseries 2020B-1 Mandatory Tender Date or Credit Event of Default Amortization Commencement Date, as applicable, (ii) the date on which the Bonds are redeemed, repaid, refinanced, cancelled or defeased in whole; and (iii) the date on which the Bonds are remarketed in full into a Mode which is not the then current Term Rate Mode.

“*Anti-Terrorism Laws*” has the meaning set forth in Section 5.19 hereof.

“*Applicable Law*” means all applicable provisions of all constitutions, statutes (including the Act), rules, regulations and orders of all governmental bodies, all Governmental Approvals and all orders, judgments and decrees of all courts and arbitrators.

“*Authority*” means the Metropolitan Transportation Authority, a body corporate and politic constituting a public benefit corporation of the State of New York created by the Act, and any permitted assigns or successors in function thereto.

“*Authorized Officer*” has the meaning assigned to the term in the Resolution.

“*Bond Counsel*” means Nixon Peabody LLP, D. Seaton and Associates, P.A., P.C., Orrick, Herrington & Sutcliffe LLP, Bryant Rabbino LLP, or any other firm of nationally recognized bond counsel satisfactory to the Authority.

“*Bondholder*” means the Purchaser and each Purchaser Transferee or Non-Purchaser Transferee pursuant to Section 8.08 hereof so long as such Purchaser Transferee or Non-Purchaser Transferee is an owner of Bonds, or, with respect to Sections 2.03, 2.05, 8.04 and 8.11 hereof, was a Bondholder during the relevant period of time.

“*Bonds*” has the meaning assigned to that term in the recitals to this Agreement.

“*Business Day*” means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions located in the State or in any of the cities in which the principal office of the Trustee or the Purchaser are authorized by law, regulation or proclamation to close or (iii) a day on which the New York Stock Exchange is closed.

“*Certificate of Determination*” has the meaning assigned to that term in the recitals to this Agreement.

“*Code*” means the Internal Revenue Code of 1986, as amended and, where appropriate any statutory predecessor or any successor thereto.

“*Credit Event of Default*” means an Event of Default under Section 7.1(a), (b) (but solely with respect to a breach of the covenants set forth in Section 6.01, 6.09, 6.16, 6.17 or 6.19 hereof), (c), (f), (g), (h), (i), (j), (k) or (l) hereof.

“*Credit Facility*” has the meaning set forth in Annex A to the General Resolution.

“*Debtor Relief Laws*” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when a Bondholder or any former Bondholder notifies the Authority that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Authority of such notification from such Bondholder or such former Bondholder, the Authority shall deliver to such Bondholder or such former Bondholder, as applicable, a ruling or determination letter issued to or on behalf of the Authority by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Authority shall receive notice from a Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official

or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Authority has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from a Bondholder or former Bondholder, the Authority shall promptly reimburse such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

“*Dodd-Frank Act*” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, as amended, and all statutes, rules, guidelines or directives promulgated thereunder or in connection therewith.

“*DTC*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“*Effective Date*” means March 27, 2020, subject to the satisfaction or waiver by the Purchaser of the conditions precedent set forth in Article IV hereof.

“*EMMA*” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“*Event of Default*” with respect to this Agreement, has the meaning set forth in Section 7.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“*Event of Taxability*” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of a Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury (or any other government agency exercising the same or a substantially similar function from time to time), which decree, judgment or action shall be final under applicable procedural Law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of such Bondholder or such former Bondholder for federal income tax purposes with respect to the Bonds.

“Excess Interest” has the meaning assigned to that term in Section 3.06 hereof.

“Fitch” means Fitch Ratings, Inc., or any successor rating agency then maintaining a rating on the Bonds at the request of the Authority.

“General Resolution” has the meaning assigned to that term in the recitals to this Agreement.

“Governmental Approval” means an authorization, permit, consent, approval, license or exemption from, registration or filing with, or report to, any Governmental Authority.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indemnified Party” has the meaning set forth in Section 8.11 hereof.

“Interest Payment Date” means (i) the first Business Day of each calendar month, commencing May 1, 2020, and (ii) any date on which all or any portion of the Bonds are redeemed.

“Interest Rate Protection Agreement” means an interest rate swap, cap or collar agreement or similar arrangement between any Person and a financial institution providing for the transfer or mitigation of interest rate risks either generally or under specific contingencies.

“Investor Letter” has the meaning set forth in Section 8.08 hereof.

“Law” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority.

“Majority Bondholder” means the Bondholders with a majority of the aggregate principal amount of Bonds from time to time. As of the Effective Date, the Purchaser shall be the Majority Bondholder.

“Mandatory Tender Purchase Price” means an amount equal to 100% of the principal amount of the Bonds subject to mandatory tender for purchase on the Subseries 2020B-1 Mandatory Tender Date and accrued interest thereon, if applicable.

“Maximum Federal Corporate Tax Rate” means the maximum marginal statutory rate of federal tax, as in effect from time to time, imposed upon the income of corporations generally pursuant to Section 26 U.S. Code § 11 (whether or not any Bondholder is actually taxed at such maximum marginal statutory rate).

“*Maximum Interest Rate*” means, for any day, a rate of interest per annum equal to the lesser of (x) twenty-five percent (25%) and (y) the Maximum Lawful Rate.

“*Maximum Lawful Rate*” means the maximum rate of interest lawful under Applicable Law.

“*Moody’s*” means Moody’s Investors Service Inc., or any successor rating agency then maintaining a rating on any Bonds at the request of the Authority.

“*1933 Act*” means the Securities Act of 1933, as amended.

“*Nationally Recognized Municipal Security Information Repository*” means each nationally recognized municipal security information repository, as recognized from time to time, by the Securities and Exchange Commission pursuant to its Rule 15c2-12.

“*Non-Purchaser Transferee*” has the meaning set forth in Section 8.08(c) hereof.

“*Obligations*” has the meaning set forth in the General Resolution.

“*OFAC*” means the Office of Foreign Assets Control of the United States Department of the Treasury

“*Operating and Maintenance Expenses*” has the meaning set forth in the General Resolution.

“*Other Subseries 2020B-1 Obligations*” means all amounts payable by the Authority, and all other obligations to be performed by the Authority, pursuant to this Agreement and the other Related Documents (including, without limitation, all obligations of the Authority to pay principal of and interest on the Bonds when due and any amounts to reimburse the Purchaser for any advances or expenditures by it under any of such documents).

“*Outstanding*” means, with respect to the Bonds, the unpaid principal amount of the Bonds.

“*Parity Debt*” has the meaning set forth in Annex A to the General Resolution.

“*Parity Reimbursement Obligation*” has the meaning set forth in Annex A to the General Resolution.

“*Participant*” means any entity to which a Bondholder has granted a participation in the obligations of such Bondholder hereunder and of the Authority hereunder and under the Bonds and the other Related Documents.

“*Payment Account*” means [REDACTED],

██████████ or such other account, office or wiring instructions as the Purchaser may designate from time to time.

“*Person*” means an individual, corporation, partnership, limited liability company, trust or unincorporated organization or a government or any agency or political subdivision thereof.

“*Prime Rate*” means, for any day, the per annum rate of interest announced by the PNC Bank, National Association, from time to time as its prime commercial rate, or equivalent, as in effect on such day for United States dollar loans, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate, it being understood that such rate may not be the PNC Bank, National Association’s best or lowest rate. Each determination of the Prime Rate by PNC Bank, National Association, will be deemed conclusive and binding on the Authority, absent manifest error.

“*Purchase Price*” has the meaning set forth in Section 2.01(a) hereof.

“*Purchaser*” initially has the meaning set forth in the recitals hereof, and its successors and assignees, and upon the receipt from time to time by the Trustee and the Authority of a notice described in Section 8.08(a) from time to time means the Person designated in such notice as the Purchaser, as more fully provided in Section 8.08(a) hereof.

“*Purchaser Rate*” means a fluctuating interest rate per annum which, for each day, shall equal the greater of (i) the sum of the Prime Rate plus two percent (2.00%) per annum and (ii) eight percent (8.00%) per annum; *provided that* if an Event of Default has occurred and is continuing, the Purchaser Rate shall equal the Subseries 2020B-1 Default Rate.

“*Purchaser Transferee*” has the meaning set forth in Section 8.08(b) hereof.

“*Rating Agency*” and “*Rating Agencies*” means, individually or collectively, as applicable, Fitch, Moody’s and S&P.

“*Rating Documentation*” has the meaning set forth in Section 4.01(j) hereof.

“*Related Documents*” means this Agreement, the General Resolution, the Supplemental Resolution, the Certificate of Determination and the Bonds, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“*Resolution*” has the meaning assigned to that term in the recitals to this Agreement.

“*S&P*” means S&P Global Ratings or any successor rating agency then maintaining a rating on any Bonds at the request of the Authority.

“*State*” means the State of New York.

“*Stated Principal Payment Dates*” means (i) the first Business Day of each sixth calendar month to occur after the Subseries 2020B-1 Mandatory Tender Date or Credit Event of Default Amortization Commencement Date, as applicable, and prior to the Amortization End Date and (ii) the Amortization End Date.

“*Subseries 2020B-1 Applicable Margin*” has the meaning assigned to that term in the Certificate of Determination.

“*Subseries 2020B-1 Default Rate*” means a fluctuating interest rate per annum equal to the greater of (i) the sum of the Prime Rate from time to time in effect *plus* three percent (3.00%) per annum and (ii) ten percent (10.00%) per annum.

“*Subseries 2020B-1 Obligations*” means the obligations of the Authority to pay the principal of and interest on the Bonds and Unremarketed Bonds, including the obligations of the Authority to amortize the Bonds in accordance with Section 3.02 hereof.

“*Subseries 2020B-1 Mandatory Tender Date*” means the date on which the Bonds are subject to mandatory tender for purchase on the last day of the Subseries 2020B-1 Term Rate Period pursuant to paragraph 13 of the Certificate of Determination, which shall be April 1, 2021.

“*Subseries 2020B-1 Term Rate Period*” has the meaning assigned to that term in the Certificate of Determination.

“*Subordinated Indebtedness*” has the meaning set forth in Annex A to the General Resolution.

“*Supplemental Resolution*” has the meaning assigned to that term in the recitals to this Agreement.

“*Tax Certificate*” means the tax compliance certificate by the Authority, relating to the Bonds, as the same may be amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

“*Taxable Date*” means the date on which interest on the Bonds is first includable in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 2.05 hereof.

“*Taxable Rate*” means, for each day, an interest rate per annum equal to the product of (i) the interest rate on the Bonds during such period and (ii) the Taxable Rate Factor, rounded to the second decimal place.

“*Taxable Rate Factor*” means, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded to the second decimal place.

“*Term Rate*” has the meaning assigned to that term in the Certificate of Determination.

“*Trustee*” means The Bank of New York Mellon, as trustee under the Resolution, or any successor thereto as trustee appointed pursuant to the Resolution.

“*Unremarketed Bonds*” means Bonds with respect to which the Purchaser has not received payment of the Mandatory Tender Purchase Price, if any, on the Subseries 2020B-1 Mandatory Tender Date.

Section 1.02. Terms Defined in Resolution. Terms used herein and not otherwise defined have the meanings set forth in the Resolution.

Section 1.03. Accounting Matters. Unless otherwise defined herein or in the Related Documents, all accounting terms used herein and in the Related Documents are used with the meanings ascribed to such terms in accordance with generally accepted accounting principles as in effect from time to time, applied on a basis consistent (except for changes approved by the Authority’s independent public accountants) with the most recent financial statements of the Authority delivered to the Purchaser.

Section 1.04. Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.05. Computation of Interest . Fees payable hereunder by the Authority shall be calculated on the basis of a year of 360 days and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof.

Section 1.06. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

ARTICLE II

PURCHASE OF BONDS AND INCREASED PAYMENTS

Section 2.01. Purchase of Bonds.

(a) *Purchase Price.* Upon the satisfaction of the conditions set forth in Article IV hereof and based on the representations, warranties and covenants of the Authority set forth herein, the

Purchaser hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Purchaser, all, but not less than all, of the Bonds at par in an aggregate principal amount equal to \$75,000,000 (the “Purchase Price”).

(b) *Closing.* On the Effective Date, the Authority shall deliver to the Purchaser the documents described in Article IV hereof. Upon delivery of such documents and the satisfaction or waiver by the Purchaser of all of the conditions precedent set forth in Article IV hereof (or waiver thereof by the Purchaser), the Purchaser will pay the full Purchase Price for the Bonds in immediately available federal funds payable to the Trustee on behalf of the Authority. One fully registered Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of the Purchaser. The Bonds shall be so issued and registered to and held by the Purchaser, or as otherwise directed by the Purchaser.

Section 2.02. Taxes. Any and all payments of principal, interest, fees and other sums due hereunder or under the Bonds shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Authority, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. Without prejudice to the survival of any other agreement of the Authority hereunder, the agreements and obligations of the Authority contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Authority thereunder and hereunder.

Section 2.03. Increased Costs.

(a) *Increased Costs Generally.* If after the Effective Date there shall occur any of the following (each, a “Change in Law”): (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority (whether or not having the force of law) or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that, notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pertaining to Basel III or any successor Basel Accord, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued, and such Change in Law shall:

(i) limit the deductibility of interest on funds obtained by a Bondholder to pay any of its liabilities or subject a Bondholder to any tax, duty, charge, deduction or withholding on or with respect to payments relating to this Agreement, the Bonds or any of the other Related Documents or any amount paid or to be paid by the Purchaser in connection with this Agreement, the Bonds or any of the other Related Documents (other than any tax measured by or based upon the overall net income of a Bondholder imposed by any jurisdiction having control over a Bondholder);

(ii) impose, modify, require, make or deem applicable to any reserve requirement, capital requirement (including, without limitation, with regard to capital (including but not limited to contingent capital) adequacy), liquidity ratio, leverage ratio, special deposit requirement, insurance assessment or similar requirement against any assets held by, deposits with or for the account of, or loans or commitments by, an office of such Bondholder;

(iii) change the basis of taxation of payments due a Bondholder under this Agreement, the Bonds or any of the other Related Documents (other than by a change in taxation of the overall net income of such Bondholder); or

(iv) impose upon a Bondholder any other condition with respect to any amount paid or payable to or by such Bondholder or with respect to this Agreement, the Bonds, or any of the other Related Documents;

and the result of any of the foregoing is to increase the cost of any such Bondholder holding the Bonds or reduce the amount of any payment (whether of principal, interest or otherwise) receivable by such Bondholder under this Agreement, the Bonds or any of the other Related Documents, or to reduce the rate of return on the capital of such Bondholder to a level below that which it could have achieved but for such circumstances (taking into consideration the policies of such Bondholder with respect to capital adequacy, liquidity or the maintenance of reserves), or to require such Bondholder to make any payment on or calculated by reference to the gross amount of any sum received by it, in each case by an amount which such Bondholder in its reasonable judgment deems material, then:

(1) such Bondholder shall promptly notify the Authority in writing of such event;

(2) such Bondholder shall promptly deliver to the Authority a certificate stating the change which has occurred affecting or with respect to this Agreement, the Bonds or any of the other Related Documents, or the reserve requirements or other costs or conditions which have been imposed on such Bondholder or the request, direction or requirement with which it has complied, together with the date thereof, the amount of such increased cost, reduction or payment and a reasonably detailed description of the way in which such amount has been calculated, and such Bondholder's determination of such amounts, absent fraud or manifest error, shall be conclusive; and

(3) the Authority shall pay to such Bondholder such an amount or amounts as will compensate such Bondholder for such additional cost, reduction or payment.

The amount specified in any such notice under this Section 2.03 shall be due and payable as specified in the last paragraph of Section 8.04 hereof.

The foregoing provisions of this Section notwithstanding, the Authority shall not be required to compensate a Bondholder pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Bondholder notifies the

Authority of the Change in Law giving rise to such increased costs or reductions, and of such Bondholder's intention to claim compensation therefor (except that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof).

The obligations of the Authority under this Section 2.03 shall survive the termination of this Agreement.

Section 2.04. Default Rate. Upon the occurrence and during the continuance of an Event of Default, the Bonds, the Subseries 2020B-1 Obligations and Other Subseries 2020B-1 Obligations shall immediately and automatically (without notice to the Authority) bear interest at the Subseries 2020B-1 Default Rate, which shall be payable by the Authority to each Bondholder (or, if applicable, the Purchaser) upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 2.05. Determination of Taxability. (a) In the event a Determination of Taxability occurs, to the extent not payable to each Bondholder under the terms of the Resolution and the Bonds, the Authority hereby agrees to pay to each Bondholder on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder on the Bonds during the period for which interest on the Bonds is included in the gross income of such Bondholder if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Bondholder during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by such Bondholder as a result of interest on the Bonds becoming included in the gross income of such Bondholder, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Bondholder in connection therewith;

(b) Subject to the provisions of paragraph (c) below, such Bondholder shall afford the Authority the reasonable opportunity, at the Authority's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross income of such Bondholder or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall a Bondholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Authority or any other Person; and

(c) As a condition precedent to the exercise by the Authority of its right to contest set forth in paragraph (b) above, the Authority shall, on demand, immediately reimburse the Purchaser or any other Bondholder for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by the Purchaser or any other Bondholder in its sole discretion) that may be incurred by the Purchaser or any other Bondholder in connection with any such contest, and shall, on demand, immediately reimburse the Purchaser or any other Bondholder for any and all payments, including any taxes or interest or penalties or other charges payable by the Purchaser or any other Bondholder for failure to include such interest in its gross income.

Section 2.06. Funding Indemnity. The Authority, may, upon notice to the Bank, on any Business Day, voluntarily prepay or redeem, or cause to be prepaid or redeemed, the Bonds in whole or in part; *provided* that (i) such notice must be received by the Bank not later than 10:00 a.m. five (5) days prior to any date of prepayment or redemption, and (ii) simultaneously with such prepayment or redemption, but solely with respect to prepayments made prior to the Subseries 2020B-1 Mandatory Tender Date, the Authority shall pay to the Purchaser the Cost of Prepayment, if any. Each such notice shall specify the date and amount of such prepayment or redemption of the Bonds. Notwithstanding anything contained herein to the contrary, upon any prepayment or redemption of any portion of the Bonds by or on behalf of the Authority (whether voluntary, on default or otherwise), the Authority shall, upon demand by the Purchaser, pay the Purchaser as compensation for the cost of funding the Bonds on a fixed rate basis an amount equal to the Cost of Prepayment. “*Cost of Prepayment*” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the Closing Date, of a U.S. Treasury obligation with a maturity similar to the maturity of the Bonds minus (ii) the yield on the prepayment or redemption date, of a U.S. Treasury obligation with a maturity similar to the remaining term of the Bonds, and (b) the principal amount to be prepaid or redeemed, and (c) the number of years, including fractional years, from the prepayment or redemption date to the maturity date of the Bonds. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15(519) “*Selected Interest Rates.*” For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment or redemption date shall be deemed the discount rate. The Cost of Prepayment shall also apply to any payments made after acceleration of the maturity of the Bonds. Early payments will not, unless agreed to by Purchaser in writing, relieve the Authority of the Authority’s obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in the Authority’s making fewer payments. The Authority agrees not to send the Purchaser payments marked “paid in full,” “without recourse,” or similar language. If the Authority sends such a payment, the Purchaser may accept it without losing any of the Purchaser’s rights under this Agreement or the Related Documents, and the Authority will remain obligated to pay any further amount owed to the Purchaser.

Section 2.07. Survival. All of the Authority’s obligations under this Article II shall survive the termination of this Agreement and the repayment, satisfaction or discharge of the Bonds and all Other Subseries 2020B-1 Obligations.

ARTICLE III

REPAYMENT

Section 3.01. Payment Obligations. (a) The Authority hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bondholders under the Related Documents and to pay the principal and purchase price of the Bonds and any Other Subseries 2020B-1 Obligations owing to the Bondholders whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or

contingent, with interest thereon at the rate or rates provided in such Related Documents and under the Bonds and such Other Subseries 2020B-1 Obligations.

(b) The Authority shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Purchaser in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights and remedies under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith (including, without limitation, the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights, remedies and obligations under this Agreement and the other Related Documents);

(ii) a fee for each amendment to this Agreement or any other Related Document or any consent or waiver by the Purchaser with respect to any Related Document, in each case, in a minimum amount of [REDACTED] plus the reasonable fees and expenses of counsel to the Purchaser;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights, remedies and obligations under this Agreement and the other Related Documents or in connection with responding to requests from the Authority for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Purchaser to the extent required to cure any Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Subseries 2020B-1 Default Rate.

All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

Section 3.02. Amortization of Bonds. (a) In the event the Bondholders have not received the payment of the principal of all Outstanding Bonds on the Subseries 2020B-1 Mandatory Tender Date, the Authority shall cause the principal amount of the Bonds to be redeemed in ten substantially equal installments as to principal, payable on each Stated Principal Payment Date to occur following the Subseries 2020B-1 Mandatory Tender Date, to and including the tenth Stated Principal Payment Date to occur after such Subseries 2020B-1 Mandatory Tender Date; *provided, however,* the Bonds shall be paid in full no later than the related Amortization End Date. The Authority shall pay interest on the unpaid amount of the Bonds from and including the Subseries 2020B-1 Mandatory Tender Date until the Bonds are paid in full, payable monthly in arrears on the first Business Day of each calendar month while any such Bonds are unpaid and, with respect to any such amount repaid, on the date any such amount is repaid, at the Purchaser Rate; *provided, however,* that so long as an Event of Default under this Agreement has occurred and is continuing, the Authority shall pay interest on the unpaid amount of the Bonds from and including the date of the occurrence of the Event of Default until the earlier of the date such Event of Default has been

cured and the date of payment in full of such Bonds to the Purchaser, at a rate per annum equal to the Subseries 2020B-1 Default Rate.

(b) Upon the occurrence of a Credit Event of Default and direction by the Purchaser for the Bonds to begin amortizing in accordance with this Section 3.02(b) pursuant to Section 7.02(b) hereof (the “*Credit Event of Default Amortization Commencement Date*”), the Authority shall cause the principal amount of the Bonds to be redeemed in ten substantially equal installments as to principal, payable on each Stated Principal Payment Date to occur following the Credit Event of Default Amortization Commencement Date, to and including the tenth Stated Principal Payment Date to occur after such Credit Event of Default Amortization Commencement Date; *provided, however*, the Bonds shall be paid in full no later than the related Amortization End Date. The Authority shall pay interest on the unpaid amount of the Bonds from and including the Credit Event of Default Amortization Commencement Date until the Bonds are paid in full, payable monthly in arrears on the first Business Day of each calendar month while any such Bonds are unpaid and, with respect to any such amount repaid, on the date any such amount is repaid, at the Subseries 2020B-1 Default Rate.

Section 3.03. General Provisions as to Payment. The Authority shall make or cause to be made each payment hereunder not later than 12:00 noon, New York City time, in each case on the day when due, in lawful money of the United States of America and immediately available funds to the Purchaser at its Payment Account; *provided, however*, that whenever any payment hereunder shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day with interest to accrue to such day; and *provided, further*, that the Authority shall be permitted to make any payment pursuant to Section 2.03 in next day funds if such payment is made (i) on the Business Day immediately preceding the Business Day on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance on this proviso. Payments received by the Purchaser after the applicable time set forth in this Section 3.03 shall be considered to have been made on the next succeeding Business Day. All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

Section 3.04. Evidence of Debt. (a) The Bonds and Unremarketed Bonds, including the obligation of the Authority to amortize principal in the event the Bondholders have not received the principal of all Outstanding Bonds on the Subseries 2020B-1 Mandatory Tender Date as provided in Section 3.02 hereof, shall be Obligations for all purposes of the Resolution. The Bonds and Unremarketed Bonds, including the obligation of the Authority to amortize principal in the event the Bondholders have not received the principal of all Outstanding Bonds on the Subseries 2020B-1 Mandatory Tender Date as provided in Section 3.02 hereof, shall be secured on a parity with all other Obligations, Parity Reimbursement Obligations and Parity Debt Outstanding under the Resolution by a pledge of and lien on, and shall be payable from, the Trust Estate as provided by, and subject to the terms of, the Resolution. All other amounts payable under this Agreement (including amounts payable under Sections 2.02, 2.03, 8.04 and 8.11 of this Agreement) shall constitute Operating and Maintenance Expenses payable from Revenues as provided under the General Resolution.

(b) The obligations of the Authority arising under this Agreement and the Related Documents shall be absolute, unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms of this Agreement, the Bonds and the Related Documents under all circumstances whatsoever, including, without limitation, the following circumstances:

- (i) any lack of validity or enforceability of the Related Documents;
- (ii) any amendment or waiver of or any consent to departure from all or any of the provisions of the Related Documents;
- (iii) the existence of any claim, set-off, defense or other rights that the Authority may have at any time against the Trustee, any holder of any Bond, the Purchaser or any other Person, whether in connection with this Agreement, the Related Documents or any unrelated transactions, *provided* that nothing herein shall prevent the assertion of any such claims by separate suit or compulsory counterclaim;
- (iv) any statement or any other document presented under this Agreement proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (v) any non-application or misapplication by the Trustee or otherwise of the proceeds of the purchase of the Bonds; or
- (vi) any other act or omission to act or delay of any kind by the Purchaser or any other Person or any other event or circumstance whatsoever that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Authority's obligations hereunder and under any Bond.

Notwithstanding this Section, the Purchaser acknowledges and agrees that the Authority has the right to bring a legal cause of action with respect to one or more of the foregoing circumstances. The Authority's payment obligations shall remain in full force and effect pending the final disposition of any such action.

Section 3.05. Credit for Amounts Paid Pursuant to the Resolution. The Authority shall receive a credit to the extent of any amounts received by the Purchaser from the Trustee pursuant to the Resolution in repayment of amounts owing to the Purchaser under this Agreement.

Section 3.06. Rate of Interest. If the rate of interest payable on the Bonds, Unremarketed Bonds or any other obligation hereunder or or under the Related Documents shall exceed the Maximum Interest Rate for any period for which interest is payable, then (a) interest at the Maximum Interest Rate shall be due and payable with respect to such period and (b) to the extent permitted by Applicable Law, interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof (without giving effect to the Maximum Interest Rate) and (B) the Maximum Interest Rate (the "*Excess Interest*") shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof (without giving effect to the Maximum Interest Rate) ceases to exceed the Maximum Interest Rate, at which time

the Authority shall pay to the Purchaser such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Purchaser to equal the Maximum Interest Rate which payments of deferred Excess Interest shall continue until the earlier of (i) the date on which this Agreement has terminated and there are no Bonds outstanding and (ii) the date on which all amounts owed under the Bonds or other obligations of the Authority to which the Excess Interest relates are fully paid to the Purchaser. Notwithstanding the foregoing, to the extent permitted by law, upon the payment in full of the Bonds and the termination or expiration of this Agreement, the Authority shall pay the Purchaser a fee equal to all amounts owed to the Purchaser with respect to such Excess Interest.

Section 3.07. Purchaser Consent to Subsequent Term Rate Mode. Notwithstanding Section 6.10(a) hereof, so long as the Purchaser is the Bondholder, on or before the end of the Term Rate Mode, the Authority may provide written notice to the Purchaser, in the form of Exhibit A hereto, of its desire to change the interest rate mode of the Bonds (including conversion to a new Term Rate Mode) and requesting the Purchaser to purchase such Bonds in such new Term Rate Mode or provide the liquidity or credit enhancement necessary to facilitate the conversion of the Bonds to such new interest rate mode. The Purchaser will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Purchaser's reasonable judgment, to permit the Purchaser to make an informed credit decision. The Purchaser may, in its sole and absolute discretion, decide to accept or reject any such request and no consent shall become effective unless the Purchaser shall have consented thereto in writing. In the event the Purchaser fails to definitively respond to such request within such thirty (30) day period, the Purchaser shall be deemed to have denied such request. The consent of the Purchaser, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Purchaser (which may include, but not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Purchaser with respect to the tax-exempt status of the Bonds as a result of such conversion and interest rate setting). In the event the Authority and the Purchaser fail to document in writing their agreement of the proposed rate(s) and terms of the succeeding period(s), the Bonds shall be due and payable in accordance with Section 3.02 hereof. By providing notice to the Purchaser in the form of Exhibit A hereto, the Authority shall be deemed to represent and warrant that (a) no Event of Default has occurred and is continuing, (b) no event has occurred and is continuing that could reasonably be expected to result in a material adverse effect and (c) all representations and warranties of the Authority made in this Agreement are true and correct and are deemed to be made as of the date of such request. If the Purchaser and the Authority agree to the terms for the Bonds upon such conversion and the interest rate that the Bonds shall bear following the change shall meet the applicable requirements of Section A-205 of the Certificate of Determination, the Authority and Purchaser may cause conversion of the Bonds by the process described in Section A-208 of the Certificate of Determination.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01. Documentary Requirements. The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent that the Purchaser shall have received, on or before

the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser:

- (a) this Agreement duly executed by the Authority and the Bank;
- (b) an executed original of the Bond;
- (c) copies of each of the other Related Documents fully executed and attested on behalf of the parties thereto, *provided* that, in the case of the Bonds, the Bank shall receive a specimen copy thereof and in the case of the General Resolution and the Supplemental Resolution, the Bank shall receive certified copies thereof;
- (d) certified copies of the resolution or resolutions of the Authority authorizing the execution and delivery of, and the performance by the Authority of its obligations under, this Agreement and the other Related Documents to which the Authority is a party, and certified copies of all other documents evidencing any other official action of the Authority taken with respect thereto as each is then in full force;
- (e) customary closing certificates executed by appropriate officers of the Authority respecting the organization of the governing body of the Authority, the incumbency of its officers, the execution and delivery of this Agreement, the Bonds (including the Unremarketed Bonds) and the other Related Documents to which the Authority is a party, the compliance with all conditions precedent to the remarketing of the Bonds and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, and such other matters as the Bank may reasonably require;
- (f) all necessary documents required under Know Your Customer/Anti-Money Laundering documentation;
- (g) a copy of the approval of the Comptroller of the State of the sale of the Bonds and of the terms of the Bonds necessary for the Authority to execute, deliver and perform its obligations under this Agreement and the other Related Documents;
- (h) (i) a Bond Counsel opinion addressed to the Bank to the effect that the interest on the Bonds is excludable from gross income for federal income tax purposes or a reliance letter in favor of the Bank with respect to such opinion, (ii) an opinion of General Counsel to the Authority addressed to the Bank and in form and substance reasonably satisfactory to the Bank and (iii) an opinion of Bond Counsel as to the enforceability of this Agreement and the other Related Documents and such other opinions as may be reasonably required by the Bank and addressed to the Bank;
- (i) a certificate signed by an Authorized Officer of the Authority to the effect that (i) the Authority has performed and satisfied in all material respects all of the respective covenants and conditions required to be performed or satisfied by it in this Agreement, the Resolution and the other Related Documents on or before the Effective

Date, (ii) each of the representations and warranties of the Authority contained in this Agreement is true and correct on and as of the Effective Date as though made on and as of such date, (iii) on such date no Event of Default has occurred and is continuing and (iv) since the dated date of the Rating Documentation, such ratings have not been withdrawn, suspended or reduced;

(j) recent evidence that the unenhanced long-term debt rating assigned by Moody's, S&P and Fitch to bonded indebtedness of the Authority issued pursuant to the General Resolution is at least "A1" by Moody's, "A-" by S&P and "AA-" by Fitch, respectively (the "*Rating Documentation*");

(k) such other documents, certificates, opinions, including reliance letters, approvals or filings with respect to the Related Documents and this Agreement, in each case as the Bank may reasonably request; and

(l) fees and expenses of the Bank's counsel incurred in connection with the preparation, review and delivery of this Agreement, as presented in an invoice acceptable to the Authority, pursuant to Section 8.04 hereof.

Section 4.02. Litigation. The Purchaser shall have received a written description of all actions, suits or proceedings pending or threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Purchaser may reasonably request.

Section 4.03. Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the Authority and the other parties to the Related Documents and matters contemplated by this Agreement as the Purchaser may reasonably request.

Section 4.04. No Bond Rating; DTC; Offering Document. The Bonds shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document or (iv) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

In order to induce the Bank to purchase the Bonds and enter into this Agreement on the Effective Date, the Authority makes the following representations and warranties to each Bondholder:

Section 5.01. Existence. The Authority is a body corporate and politic constituting a public benefit corporation of the State duly created and established and validly existing under the provisions of the Act.

Section 5.02. Power and Authority. The Authority has all requisite legal right, power and authority to execute and deliver, and perform its obligations with respect to, this Agreement and each other Related Document to which the Authority is a party, to issue the Bonds and to engage in the transactions to which it is or is to be a party as contemplated hereby and by each Related Document to which it is a party. The execution, delivery and performance of this Agreement and the Related Documents to which the Authority is a party and the issuance of the Bonds have been duly authorized by all necessary action on the part of the Authority.

Section 5.03. Binding Obligation. This Agreement and each other Related Document to which the Authority is a party have been duly authorized, executed and delivered by the Authority. Each of this Agreement and the other Related Documents to which the Authority is a party, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a legal, valid and binding special obligation of the Authority, enforceable against the Authority in accordance with its terms. The Resolution has been duly and lawfully adopted, is in full force and effect and is valid and binding upon the Authority and enforceable in accordance with its terms. The obligations of the Authority under the Resolution and the other Related Documents and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights. The enforceability of such obligations is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.04. No Conflict. The execution, delivery and performance of this Agreement and each of the other Related Documents to which the Authority is a party and the consummation of the transactions contemplated hereby and thereby and the remarketing of the Bonds, under the circumstances contemplated by such documents, do not and will not: (i) in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement, indenture, mortgage, lease or other instrument to which the Authority is a party or by or to which it or its revenues, properties, assets or operations are bound or subject; (ii) in any material respect conflict with or result in a violation by the Authority of the constitutions of the United States or the State of New York or the Act or any other law, ordinance, regulation, order, decree, judgment or ruling by or to which it or its revenues, properties, assets or operations are bound or subject; or (iii) except as provided in the Resolution, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its revenues, properties or assets.

Section 5.05. No Litigation. Except as disclosed by the Authority to the Purchaser in writing prior to the Effective Date, no litigation or other proceeding before or by any court or agency or other administrative body (either state or federal) is pending against the Authority or, to the knowledge of the Authority, threatened against it in any way restraining or enjoining, or threatening or seeking to restrain or enjoin, or in any way questioning or affecting: (i) the validity or enforceability of any provision of this Agreement or any other Related Document to which the Authority is a party; (ii) the pledge by the Authority effected under the Resolution or the authority of the Authority to receive the revenues or other funds pledged or to be pledged for the payment

of the Bonds; or (iii) the power or ability of the Authority to perform its obligations hereunder or with respect to the Bonds or the Resolution or to consummate the transactions to which it is or is to be a party as contemplated by the Related Documents.

Section 5.06. Approvals and Consents. All approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in the matter required as a condition precedent to the performance by the Authority of its obligations under this Agreement and the other Related Documents to which the Authority is a party have been obtained and are in full force and effect. Notwithstanding the foregoing, the Authority makes no representation with respect to compliance with state securities laws or “blue sky” laws of any jurisdiction.

Section 5.07. Financial Statements. The audited statements of operations, excess of liabilities over assets and cash flows of the Authority for the most recent fiscal year, including its balance sheet as of such date, as heretofore delivered to the Purchaser, fairly present the financial position of the Authority as of said date and the results of the operations of the Authority for such period and have been prepared in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto; and, except as disclosed to the Purchaser in writing or posted to the MTA website (www.mta.info) or EMMA, respectively, prior to the Effective Date, there has been no material adverse change in the condition, financial or otherwise, of the Authority since the date of such financial statements, from that set forth in said financial statements as of, and for the period ended on that date.

Section 5.08. Bonds. The Bonds have been duly issued under the Resolution and are entitled to the benefits thereof.

Section 5.09. Incorporation of Representations and Warranties by Reference. The Authority hereby makes to the Purchaser the same representations and warranties made by the Authority in each Related Document, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference in this Section 5.09 for the benefit of the Bondholders with the same effect as if each and every such representation and warranty and defined term were set forth in this Section 5.09 in its entirety.

Section 5.10. No Maximum Lawful Rate. The interest rate payable on the Authority’s obligations to the Purchaser and the Bondholders hereunder and under the Related Documents (including the Unremarketed Bonds) is not subject to any limitation under the statutes or constitution of the State.

Section 5.11. Regulations U and X. (a) The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); (b) no part of the proceeds of the Bonds have been or will be used to extend credit to others or for the purpose of purchasing or carrying any margin stock; and (c) the proceeds of the Bonds shall be used solely in connection with the refunding of the MTA Hudson Rail Yards Trust Obligations, Series 2016A.

Section 5.12. Absence of Defaults. (i) The Authority is not, in any material respect, in breach of or default under its charter or other similar documents, or any Applicable Law of the State or of the United States, relating, in each case, to the issuance of debt securities by it, or any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement or other instrument to which it is a party or is otherwise subject and (ii) no Event of Default has occurred and is continuing hereunder. Late delivery of financials or other reporting materials shall in no event be deemed material for purposes of this Section as long as said materials are delivered within one hundred eighty (180) days of the applicable due date.

Section 5.13. No Proposed Legal Changes. As of the date hereof, to the knowledge of any Authorized Officer of the Authority, there is no proposed amendment, certified for placement on a statewide ballot, to the Constitution or any law of the State, or any legislation that has passed either house of the legislature of the State, the effect of which is to materially adversely affect the ability of the Authority to perform its obligations under this Agreement and the other Related Documents.

Section 5.14. Taxes. The Authority is not subject to any taxes, assessments or other governmental charges levied upon or in respect of any of its properties or assets, which unpaid taxes, assessments or other governmental charges could reasonably be expected to result in a material adverse effect on the ability of the Authority to satisfy its payment obligations hereunder or under any Related Document.

Section 5.15. Compliance with Laws. The Authority is in compliance with all applicable laws, except for non-compliances that, singly or in the aggregate, have not had and will not have a materially adverse effect on the binding nature, validity or enforceability of, or the authority or the ability of the Authority to satisfy its obligations under this Agreement or any other Related Document to which it is a party.

Section 5.16. Security. The pledge created by Section 501 of the General Resolution will in all respects secure on a *pari passu* basis all of the Obligations, including the Bonds and the Subseries 2020B-1 Obligations, and Parity Debt and, except as expressly so provided, nothing contained in the General Resolution will be deemed to confer on the Bondholders of any Obligations or Parity Debt any rights in the Trust Estate superior or inferior to the Bondholders of any other Obligations or Parity Debt. The General Resolution creates a valid first lien pledge and encumbrance on the Trust Estate in favor of the Bondholders securing the Bonds (including any Unremarketed Bonds) and the Subseries 2020B-1 Obligations, subject only to those liens provided for in the Resolution and to the provisions of the Resolution permitting application thereof for the purposes and on the terms and conditions set forth in the Resolution. The pledge created by Section 501 of the General Resolution is valid and binding from and after the date of issuance and delivery of the first Obligations, and the Trust Estate is immediately subject to the lien of such pledge without any filing, registering or recording or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. Subject to the provisions of the General Resolution, the Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the General Resolution, and all corporate action on the part of the Authority to that end has

been duly and validly taken. The statements in this Section 5.16 are true and correct in all material respects.

Section 5.17. Trustee. The Bank of New York Mellon is the duly appointed and acting Trustee for the Bonds.

Section 5.18. Immunity. The Authority irrevocably agrees that, to the extent that the Authority or any of its assets, as the case may be, may otherwise have or acquire any right of immunity as against the Purchaser or its respective successors and assigns, whether characterized as sovereign immunity or otherwise, from any legal proceedings to enforce or collect upon any Related Documents or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or with respect to any other liability or obligation of the Authority or any other matter, related to or arising from the transactions contemplated by any Related Document or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or the documents referred to therein, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment in aid of execution upon a judgment, the Authority hereby expressly waives and agrees not to assert any such immunity and such waiver shall be irrevocable and not subject to withdrawal in any jurisdiction. Notwithstanding the foregoing, (i) certain suits against the Authority must comply with the requirements of Section 1276 of the Act and (ii) the Authority may not be subject to punitive damages.

Section 5.19. Sanctions Concerns and Anti-Corruption Laws. (a) *Sanctions Concerns.* Neither the Authority, nor, to the knowledge of the Authority, any director or officer thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

(b) *Anti-Corruption Laws.* The Authority has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

Section 5.20. Agreement Constitutes a Credit Facility. The Authority hereby represents that (i) this Agreement constitutes and shall be a Credit Facility for purposes of the General Resolution, including, without limitation, Section A-202 of the General Resolution, (ii) the Purchaser and any other Bondholder shall be entitled to all rights and remedies provided to the issuer of a Credit Facility under the General Resolution, including the right to accelerated amortization of the Bonds and Unremarketed Bonds permitted by Section A-202.4 of the General Resolution and (iii) the obligation of the Authority to redeem the Bonds and Unremarketed Bonds pursuant to this Agreement shall be deemed a Parity Reimbursement Obligation, as and to the extent permitted by Section A-202.4 of the General Resolution.

ARTICLE VI

COVENANTS

The Authority covenants and agrees, until the full and final payment and satisfaction of all of the Subseries 2020B-1 Obligations and Other Subseries 2020B-1 Obligations, unless the Purchaser shall otherwise consent in writing, that:

Section 6.01. Preservation of Corporate Existence, Etc. The Authority shall preserve and maintain its existence in its current form and its rights and privileges in the State.

Section 6.02. Compliance with Related Documents. The Authority will observe and perform fully and faithfully all of its obligations under the Related Documents (including any Unremarketed Bonds) to which it is a party (whether or not any such Related Document expires in accordance with its terms) and use its best efforts to cause the Trustee at all times to comply with the terms of the Related Documents to which either the Authority or the Trustee is a party.

Section 6.03. Visits and Inspections. The Authority will permit representatives of the Purchaser, from time to time as often as may be reasonably requested, to inspect the books and records of the Authority and make copies and extracts of such books and records that relate to the Authority's performance under this Agreement and any Related Documents to which it is a party and discuss the affairs, finances and accounts of the Authority with, and to be advised as to the same by, its officials, all in connection with the performance by the Authority of its obligations hereunder and under the other Related Documents.

Section 6.04. Litigation Notice. The Authority will notify the Purchaser in writing, promptly after the same shall have become known to the Authority or any official of the Authority upon whom process has been served, of any action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency that, in the reasonable opinion of the Authority, might materially affect the validity or enforceability of this Agreement or any other Related Document or materially impair the ability of the Authority to perform its obligations under this Agreement or any other Related Document.

Section 6.05. Further Assurances. The Authority will, at any and all times, insofar as it may be authorized so to do by Applicable Law, pass, make, do, execute, acknowledge and deliver every and all such further resolutions, acts, deeds, conveyances, files of record, assignments, recordings, filings, transfers and assurances as may be necessary or desirable for the better assuring, perfecting, conveying, granting, assigning and confirming all and singular the rights, revenues and other funds pledged or assigned to the payment of the Bonds (including any Unremarketed Bonds) (including the interest thereon) and payment of its obligations under this Agreement.

Section 6.06. Information. The Authority shall forward to the Purchaser (i) as soon as practicable and in any event within 180 days after the end of each fiscal year of the Authority a balance sheet as of the end of such fiscal year and the related statements of revenue and expense, setting forth in each case in comparative form the figures for the previous fiscal year, all certified

as to the fairness of presentation, generally accepted accounting principles and consistency by a nationally recognized firm of independent certified public accountants, and copies of any annual information statements the Authority files with any Nationally Recognized Municipal Security Information Repository or EMMA, together with a certificate signed by an Authorized Officer stating that no Event of Default has occurred or, if an Event of Default has occurred, specifying the nature of such Event of Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default and (ii) as soon as practicable, notice of any reduction, suspension, withdrawal or termination of the ratings assigned to any of the Authority's Parity Debt by Fitch, Moody's or S&P, and (iii) as soon as practicable, such other information regarding the business affairs, financial condition and/or operations of the Authority as the Purchaser may from time to time reasonably request. The Authority will be deemed to have complied with the requirement to provide the information set forth in this paragraph to the extent such information has been duly posted within such time period in the MTA website (www.mta.info) or EMMA, respectively.

Section 6.07. Event of Default. The Authority, upon obtaining notice or knowledge thereof, shall give prompt notice in writing to the Purchaser and the Trustee of the occurrence of any Event of Default and of any other development, financial or otherwise, which, in the reasonable opinion of the Authority, would be likely to materially adversely affect the ability of the Authority to perform its obligations hereunder or under the Related Documents.

Section 6.08. Related Documents. The Authority: (i) shall promptly pay all amounts payable by it hereunder and under the other Related Documents according to the terms hereof or thereof; (ii) shall duly perform each of its obligations under this Agreement and the other Related Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference in this paragraph (i) with the same effect as if each and every such provision were set forth in this paragraph (i) in its entirety, all of which shall be deemed to be made for the benefit of the Purchaser or any other Bondholder (except as such provisions and defined terms may be terminated or amended as provided in Section 6.09 hereof, it being understood that no amendment or waiver with respect to such covenants and agreements or defined terms will be effective as to this Agreement unless and until specifically agreed to in writing by the Purchaser with reference to this Agreement); and (iii) shall use its best efforts to cause the Trustee at all times to comply with the terms of the Related Documents to which it is a party, in each case to the extent the Authority has the contractual or legal right to cause such compliance.

Section 6.09. Amendments. Except as provided in Section 8.01 hereof, the Authority will not agree or consent to any amendment, supplement or modification of any Related Document, nor waive any provision thereof; *provided, however*, that the Authority may agree or consent to amendments to the Bonds and the Related Documents to the extent that such amendments are permitted under the Related Documents without the consent of the Bondholders and such amendments do not adversely affect the security, rights or remedies of the Purchaser or any other Bondholder or the ability of the Authority to perform its obligations under this Agreement or any of the other Related Documents and the Authority shall provide notice to the Purchaser of any such amendment at least five Business Days before the effective date thereof.

Section 6.10. Conversions; Optional Redemptions. (a) Except as provided in Section 3.07 hereof with respect to the Purchaser's consent to a subsequent Term Rate Mode, the Authority shall provide fifteen (15) days' written notice to the Purchaser prior to the date of any proposed conversion of the interest rate on the Bonds to a rate of interest other than the Term Rate pursuant to Section A-208 of the Certificate of Determination.

(b) The Authority shall provide at least fifteen (15) days' prior written notice to the Purchaser prior to the date of any proposed optional redemption or purchase in lieu of redemption of Bonds pursuant to paragraph **15** of the Certificate of Determination.

Section 6.11. Certain Reporting Requirements. The Authority shall, promptly upon obtaining notice or knowledge thereof, furnish, or cause to be furnished, to the Purchaser such financial and other information with respect to the Authority as the Purchaser may reasonably request from time to time.

Section 6.12. Maintenance of Trustee. The Authority will at all times have a Trustee performing the duties thereof contemplated by the Certificate of Determination.

Section 6.13 Appointment of Successor Trustee. The Authority shall, as promptly as practical, notify the Purchaser of the appointment of a successor Trustee.

Section 6.14. Investment Guidelines. The Authority shall promptly furnish, or cause to be furnished, to the Purchaser, a copy of any amendments, modifications or supplements to the Authority's Investment Guidelines.

Section 6.15. Future Grant of Right to Declare Obligations Immediately Due and Payable.
(i) From and after the Effective Date, if the Authority shall enter into, amend or extend for more than a single 90-day period any Credit Facility or direct purchase facility which provides, as the result of the occurrence of an event of default or the Authority's failure to satisfy any condition thereunder, for the acceleration of, or the right to accelerate or otherwise cause to become due and payable in full prior to the date or dates otherwise scheduled to be due and payable, the principal of or interest on any Obligations or any obligation or reimbursement obligation (such provision, an "*Acceleration Provision*"), the Purchaser and any other Bondholder will be deemed to have the right to declare or cause the principal and interest on any Bonds and any other obligation due and payable to the Purchaser and any other Bondholder hereunder to be due and payable in full under the same terms and conditions set forth under such Credit Facility or direct purchase facility.

(ii) From and after the Effective Date, if the Authority shall (A) issue and sell directly to a bank, other lending institution or institutional investor (a "*Holder*") any Obligation or Subordinated Indebtedness that is subject to a Conditional Term-Out Provision (as defined below) or (B) enter into, amend or extend for more than a single 90-day period a loan agreement with such a Holder that contains a Conditional Term-Out Provision with respect to any Obligation or Subordinated Indebtedness, then conditions corresponding to those referenced in such Conditional Term-Out Provision, and the consequences of failing to satisfy such conditions, shall be deemed applicable to the Term-Out Provision set forth in this Agreement. As used herein, a "Conditional Term-Out Provision" is a provision whereby the Authority's obligation to pay or purchase the

Holder's Obligation or Subordinated Indebtedness either on a specified date or upon the occurrence of a specified trigger event is subject to a minimum amortization period but the Authority's right to pay or purchase such Obligation or Subordinated Indebtedness over such minimum amortization period is subject to satisfaction of one or more specified conditions, failing which the Authority is obligated to pay or purchase the Holder's Obligation or Subordinated Indebtedness immediately or over a time period shorter than the minimum amortization period.

(iii) Within five Business Days after taking any action referred to in clause (i) or (ii) above, the Authority shall provide the Purchaser written notification thereof and, if requested by the Purchaser, the Authority shall promptly enter into an amendment to this Agreement (A) in the case of an action referred to in clause (i), to include an Acceleration Provision corresponding to that included in the applicable Credit Facility or direct purchase facility, including provisions as to priority of payment, *provided* that such an Acceleration Provision shall be deemed to be incorporated by reference in Section 7.02 hereof even if the Authority fails to provide such amendment, and (B) in the case of an action referred to in clause (ii), to incorporate into the Term-Out Provision set forth in this Agreement conditions and consequences corresponding to those referenced in the applicable Conditional Term-Out Provision, including provisions as to priority of payment, *provided* that such provisions shall be deemed to be incorporated by reference in this Agreement even if the Authority fails to provide such amendment. The amendment, release, termination or other discharge of every Credit Facility, Obligation and Subordinated Indebtedness that includes an Acceleration Provision or Conditional Term-Out Provision shall be effective to amend, release, terminate or discharge (as applicable) any such provision as incorporated by reference herein.

Section 6.16. Immunity. The Authority irrevocably agrees that, to the extent that the Authority or any of its assets, as the case may be, may otherwise have or acquire any right of immunity as against the Purchaser or any other Bondholder or their successors and assigns, whether characterized as sovereign immunity or otherwise, from any legal proceedings to enforce or collect upon any Related Document or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or with respect to any other liability or obligation of the Authority or any other matter related to or arising from the transactions contemplated by any Related Document or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or the documents referred to therein, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment in aid of execution upon a judgment, the Authority hereby expressly waives and agrees not to assert any such immunity and such waiver shall be irrevocable and not subject to withdrawal in any jurisdiction. Notwithstanding the foregoing, (i) certain suits against the Authority must comply with the requirements of Section 1276 of the Act and (ii) the Authority may not be subject to punitive damages.

Section 6.17. Bonds Rating. The Authority agrees, at its own expense, (i) to maintain in effect so long as Purchaser or any other Bondholder owns the Bonds in the Term Rate Mode and/or this Agreement is in effect a rating for Transportation Revenue Bonds (other than the Bonds) from any of Moody's, S&P and Fitch and (ii) to ensure that the such ratings assigned to such Transportation Revenue Bonds are available to the Purchaser in an electronic format, such as PDF

form or an electronic mail message. In the event the Authority does not maintain such a rating at any time, the Authority agrees that the Purchaser may obtain such a rating on behalf of the Authority and the Authority agrees to reimburse the Purchaser on demand for all costs (including reasonable fees and expenses of counsel for the Purchaser) incurred by the Purchaser in connection with obtaining such rating.

Section 6.18. Compliance with Laws. The Authority shall comply with all applicable laws, rules, regulations and orders applicable to it and its property, except where non-compliance could not reasonably be expected to have a material adverse effect on the ability of the Authority to satisfy its payment obligations hereunder and under the other Related Documents to which is it a party, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed on it or its property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that, in the reasonable opinion of the Authority, are adequate.

Section 6.19. Interest Rate Protection Agreements. All termination payments related to Interest Rate Protection Agreements with respect to Parity Reimbursement Obligations shall be subordinated in terms of lien and priority of payment to the lien on the Trust Estate securing payment of the Bonds (including any Unremarketed Bonds).

Section 6.20. Exempt Status. The Authority shall not take any action, omit to take any action or cause or permit another Person to take any action or omit to take any action, which, if taken or omitted, would adversely affect the excludability of interest on the Bonds from the gross income of the holders thereof for purposes of Federal income taxation.

Section 6.21. Use of Proceeds. The Authority will not take or omit to take any action, which action or omission will in any way result in the Bond proceeds being applied in a manner other than as provided in the Resolution, the Tax Certificate and this Resolution.

Section 6.22. Maintenance of Approvals: Filings, Etc. The Authority shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for its execution, delivery and performance of this Agreement and the other Related Documents to which it is a party.

Section 6.23. Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees. The Authority shall permit the Purchaser to disclose the financial information received by it pursuant to this Agreement to each Participant of the Purchaser, Purchaser Transferee and Non-Purchaser Transferee pursuant to Section 8.08 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 6.24. Sanctions. The Authority will not directly or indirectly, use any proceeds from the issuance of the Bonds, or lend, contribute or otherwise make available such proceeds to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions.

Section 6.25. Anti-Corruption Laws. The Authority will not directly or indirectly, use any proceeds from the issuance of the Bonds for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “Event of Default” hereunder, unless waived in writing by the Purchaser:

(a) any principal of or interest due on any Bonds or any Unremarketed Bond is not paid by the Authority when due;

(b) the failure by the Authority to perform or observe any other term, covenant or agreement contained in this Agreement not specified in paragraph (a) above (including, without limitation, a failure by the Authority to pay fees or other amounts payable hereunder), if such failure shall continue for a period of 30 Business Days after written notice thereof by the Purchaser to the Authority; *provided, however*, that such grace period shall not apply to the covenants set forth in Sections 6.01, 6.09 and 6.16 hereof; or

(c) (i) the Authority shall (A) commence a voluntary case under the Federal bankruptcy laws (as now or hereafter in effect), (B) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, debt adjustment, winding up or composition or adjustment of debts, (C) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (D) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property, (E) admit in writing its inability to pay, or generally not be paying, its debts as they become due, (F) make a general assignment for the benefit of creditors or (G) take any official action for the purpose of effecting any of the foregoing; or (ii) a case or other proceeding shall be commenced against the Authority in any court of competent jurisdiction seeking (A) relief under the Federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of the Authority, or of all or a substantial part of its property, and any such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive calendar days, or an order granting the relief requested in any such case or proceeding against the Authority (including, but not limited to, an order for relief under such Federal bankruptcy laws) shall be entered;

(d) any warranty, representation or other written statement made by or on behalf of the Authority contained herein or in any of the other Related Documents or in any instrument furnished in compliance with or in reference to any of the foregoing, is false or misleading in any material respect on any date when made or deemed made;

(e) any “event of default” under the Resolution shall have occurred and be continuing;

(f) any material provision of this Agreement or any of the other Related Documents (including Unremarketed Bonds) to which the Authority is a party shall at any time for any reason cease to be valid and binding in accordance with its terms on the Authority, or shall be declared to be null and void, or the validity or enforceability hereof or thereof shall be contested by the Authority, or a proceeding shall be commenced by the Authority seeking to establish the invalidity or unenforceability hereof or thereof, or the Authority shall deny that it has any further liability or obligation hereunder or thereunder, in each case if, in the Purchaser’s sole judgment, such event would have a materially adverse effect on the Purchaser or any other Bondholder’s rights under this Agreement;

(g) any Governmental Authority with jurisdiction over the Authority and the affairs of the Authority shall have declared or imposed a debt moratorium, debt restructuring, debt adjustment or comparable restriction on the repayment when due and payable of the principal of or interest on any of the Authority’s indebtedness issued under the Resolution;

(h) the Act or the Resolution shall, for any reason, cease to be in full force and effect or shall be declared or become invalid or unenforceable in whole or in part or shall be interpreted, altered or amended in any manner that would in any of the foregoing cases materially adversely affect the obligations of the Authority hereunder or the rights of the Purchaser or any other Bondholder hereunder or thereunder;

(i) the long-term unenhanced rating assigned to the Bonds or any other indebtedness of the Authority senior to or on a parity with the Bonds shall be withdrawn or suspended (other than as a result of debt maturity, redemption, defeasance, non-application or non-provision of information) or reduced below “BBB-” (or its equivalent), “BBB-” (or its equivalent) or “Baa3” (or its equivalent) by any of Fitch, S&P and Moody’s;

(j) a final non-appealable judgment or order for the payment of money in excess of \$25,000,000 (in excess of the coverage limits of any applicable insurance therefor) and payable from the Trust Estate and which ranks senior to or on parity with the Bonds shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of sixty (60) days from the date on which it was first so rendered;

(k) dissolution or termination of the existence of the Authority; *provided, however,* that in the event that the Authority dissolves or its existence terminates by

operation of law and a successor entity assumes its obligations hereunder and with respect to the Bonds and the rights and security for the Subseries 2020B-1 Obligations remain unchanged (including the pledge of the Trust Estate securing Parity Debt as provided in Section 5.16 hereof and in the Resolution), a dissolution or termination of the existence of the Authority shall not constitute an Event of Default hereunder; or

(l) (i) the Authority shall default in any payment of any Obligations or Parity Reimbursement Obligation (“*Secured Debt*”), beyond the period of grace, if any, provided in the instrument or agreement under which such Secured Debt was created, or (ii) default in the observance or performance of any agreement or condition relating to any Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required) any such Secured Debt to become due prior to its stated maturity.

Section 7.02. Consequences of an Event of Default. Upon the occurrence and continuance of an Event of Default and notice thereof to the Authority and the Trustee, the Purchaser may, in its sole discretion, but shall not be obligated to, exercise any or all of the following remedies:

(a) by written, electronic or telephonic notice (promptly confirmed in writing), give notice of such Event of Default to the Trustee and the Authority, whereupon interest on the Bonds from and including the date of the occurrence of the Event of Default until the earlier of the date such Event of Default has been cured and the date of payment in full of such Bonds to the Purchaser, shall accrue and be payable at a rate per annum equal to the Subseries 2020B-1 Default Rate;

(b) by written, electronic or telephonic notice (promptly confirmed in writing), give notice of a Credit Event of Default to the Trustee and the Authority, directing that the Bonds amortize in accordance with Section 3.02(b) hereof; and

(c) exercise all or any of its rights and remedies as it may otherwise have under Applicable Law and under this Agreement and the Resolution or otherwise by such suits, actions, or proceedings in equity or at law, either for specific performance of any covenant or agreement contained in the Resolution or this Agreement or the Related Documents or in aid of execution of any power therein granted or for the enforcement of any proper legal or equitable remedy.

No failure or delay on the part of the Purchaser to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any further exercise thereof or the exercise of any further right or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.03. Solely for the Benefit of Purchaser. The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser, and the

Purchaser is entitled, but shall have no duty or obligation to the Authority, the Trustee or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any of the other Related Documents.

Section 7.04. Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the Purchaser shall be restored to their former positions with respect to the Subseries 2020B-1 Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Waivers, Amendments. This Agreement may be amended only by a written instrument duly executed by each of the parties hereto. The Authority may take any action herein prohibited or omit to perform any act herein required to be performed by it only if the Authority shall first obtain the written consent of the Purchaser thereto.

Section 8.02. Waiver of Right of Setoff. The Purchaser hereby waives any right to set off and apply any and all deposits (general or special, time or demand, provisional or final) or collateral at any time held and other indebtedness at any time owing by the Purchaser to or for the credit or the account of the Authority at any time during the pendency of any case or proceeding by or against the Authority seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for the appointment of a receiver, custodian, trustee or other similar official for it or for any substantial part of its property, against any and all of the obligations of the Authority now or hereafter existing in respect of the Bonds and the Subseries 2020B-1 Obligations.

Section 8.03. Survival of Representations and Warranties. All statements of or on behalf of the Authority contained in any Related Document or in any certificate, financial statement or other instrument delivered by or on behalf of the Authority pursuant to or in connection with this Agreement (including but not limited to any such statement made in or in connection with any amendment hereto or thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement (i) shall be made and shall be true at and as of the date of this Agreement, the Effective Date and the date of issuance of the Bonds (except with respect to representations or warranties (including, without limitation, Sections 5.05, 5.07 and 5.08 hereof) which specifically refer to an earlier date, which shall be true as of such earlier date) and (ii) shall survive the execution and delivery of this Agreement regardless of any investigation made by the Purchaser or on its behalf.

Section 8.04. Expenses. In addition to any other amounts payable by the Authority under this Agreement or the Related Documents, the Authority agrees to pay:

(a) on the Effective Date, fees and expenses of counsel for the Purchaser (capped at [REDACTED] plus disbursements) in connection this Agreement and the Related Documents and any other documents that may be delivered in connection with any of the foregoing;

(b) as provided in the last paragraph of this Section 8.04, all costs and expenses of the Purchaser (including reasonable counsel fees and expenses) in connection with (i) the filing, recording, administration, transfer, amendment, maintenance, renewal, waiver or cancellation of this Agreement or any other document that the Purchaser or its counsel reasonably determines that it must review in connection with this Agreement, (ii) any payment by the Purchaser under the Related Documents or (iii) any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, recording and issuance, as applicable, of this Agreement or the other Related Documents, and any other documents which may be delivered in connection with this Agreement and/or the Related Documents; and

(c) all costs and expenses of the Purchaser for (i) any and all amounts that the Purchaser has paid relative to the Purchaser's curing of any Event of Default under this Agreement or any default under any of the Related Documents, (ii) the enforcement of this Agreement or any other Related Document or (iii) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Purchaser from paying any amount under the Related Documents.

The Purchaser shall give written notice to the Authority of any amounts as to which the Purchaser is entitled to payment or reimbursement under this Section 8.04 or under Section 2.01 hereof (which notice may include amounts that have either been paid by the Purchaser or have been billed to the Purchaser and are due and payable not later than 30 days after the delivery of such notice). The Authority shall pay such amounts to the Purchaser, together with interest at the Purchaser Rate on such amounts, which interest shall begin to accrue 60 days after delivery of such written notice to the Authority, promptly after receipt of such notice, to the extent funds are available for payment of such amounts in any accounts under the Resolution in accordance with the terms of the Resolution. The Authority agrees that, promptly upon receipt of notice from the Purchaser of amounts payable under this Section 8.04 or under Section 2.01 hereof, it will authorize the Trustee to pay to the Purchaser, in accordance with the terms of the Resolution, any funds available under the Resolution to make such payments.

Section 8.05. Notices. All notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written (including telecopier or similar writing) form and shall be given to the party to which sent, addressed to it at its address or telephone or telecopier number set forth below or such other address or telephone or telecopier number as such party may hereafter specify for the purpose by notice to the other parties set forth below specifically captioned "Notice of Change of Address pursuant to Section 8.05 of the Continuing Covenant Agreement," *provided* that any communication to the Trustee hereunder via telephone shall be promptly

confirmed in writing. Each such notice, request or communication shall be effective (i) if given by telephone, telecopier or other electronic means, when such communication is transmitted to the address or number specified below and any appropriate answer back is received, *provided* that any communication to the Purchaser hereunder via telephone or telecopier shall be confirmed by delivery to the Purchaser of a hard copy of such communication not later than two Business Days after such communication by telecopier, (ii) if given by mail, three Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, and (iii) if given by any other means (including e-mail), when delivered at the address specified below:

If to the Authority:

Metropolitan Transportation Authority

[Redacted address for Metropolitan Transportation Authority]

If to the Purchaser:

PNC Bank, National Association

[Redacted address for PNC Bank, National Association]

with a copy to:

PNC Bank, National Association

[Redacted address for PNC Bank, National Association]

if to the Trustee:

The Bank of New York Mellon

[REDACTED]

Notwithstanding anything to the contrary contained in this Agreement, no notice given hereunder by the Purchaser to the Trustee shall be binding on the Trustee unless and until received by the Trustee.

Section 8.06. Continuing Obligation. The obligations of the Authority under this Agreement, the Bonds and the Related Documents shall continue until the date on which all amounts due and owing to the Purchaser under this Agreement, the Bonds and the Related Documents have been paid in full.

Section 8.07. Pledge and Agreement of the State. Section 1271 of the Act authorizes the Authority to include, and the Authority hereby agrees to include, in each Bond, the pledge and agreement of the State that the State will not limit or alter the rights vested in the Authority pursuant to the Act to fulfill the terms of this Agreement, the Bonds or the Resolution or in any way impair the rights and remedies of the Purchaser or any other Bondholder until all amounts payable under the Bonds and under this Agreement and all costs and expenses in connection with any action or proceeding by or on behalf of the Purchaser and any other Bondholder are fully met and discharged.

Section 8.08. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Authority, its successors, transferees and assigns and shall inure to the benefit of the Bondholders and their respective permitted successors, transferees and assigns. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. PNC Bank, National Association, shall be the Purchaser hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Purchaser hereunder by delivery of written notice to the Authority and the Trustee and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Purchaser from time to time. Upon acceptance and notification thereof to the Authority and the Trustee, the

successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser, and PNC Bank, National Association, or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder.

(b) *Sales and Transfers by Bondholder to a Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Purchaser or (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each, a “*Purchaser Transferee*”). From and after the date of such sale or transfer, PNC Bank, National Association (and its successors), shall continue to have all of the rights of the Purchaser hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Purchaser hereunder, (B) the Authority and the Trustee shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the Authority.

(c) *Sales and Transfers by Bondholder to a Non-Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Purchaser Transferees but each of which constitutes a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (each a “*Non-Purchaser Transferee*”) all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Purchaser Transferee, together with addresses and related information with respect to the Non-Purchaser Transferee, shall have been given to the Authority, the Trustee and the Purchaser (if different than the Bondholder) by such selling Bondholder and Non-Purchaser Transferee, and (B) the Non-Purchaser Transferee shall have delivered to the Authority, the Trustee and the selling Bondholder, an investment letter in substantially the form attached to the Certificate of Determination (the “*Investor Letter*”).

From and after the date the Authority, the Trustee and the selling Bondholder have received written notice and an executed Investor Letter, (A) the Non-Purchaser Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Purchaser Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Purchaser Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* Each Bondholder shall have the right to grant participations in all or a portion of such Bondholder's interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Authority and the Trustee shall be required to deal only with the Purchaser, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the Authority. The Authority agrees that each participant shall be entitled to the benefits of Sections 2.02, 2.03 and 8.11 hereof to the same extent as if it were a Bondholder hereunder; *provided, however,* that a participant shall not be entitled to receive any greater payment under Section 2.02 and Section 2.03 than such Bondholder would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the Authority's prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Purchaser set forth above, the Purchaser may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Bonds, this Agreement and/or the Related Documents to secure obligations of the Purchaser or an Affiliate of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

Section 8.09. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to the Purchaser, the determination of such satisfaction shall be made by the Purchaser in its sole and exclusive judgment exercised in good faith.

Section 8.10. Limited Liability of the Purchaser. The Authority assumes all risks of the acts or omissions of the Trustee with respect to the Bonds. Neither the Purchaser nor any of its officers or directors shall be liable or responsible for: (a) the use which may be made of this Agreement or any act of omission of the Trustee or any beneficiary in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents or endorsements should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; or (c) any other circumstances whatsoever in making or failing to make payment under this Agreement, except only that the Authority shall have a claim against the Purchaser, and Purchaser shall be liable to the Authority, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the Authority which are determined by a court of competent jurisdiction to have been caused by the Purchaser's willful misconduct or gross negligence in determining whether documents presented under this Agreement comply with the terms thereof. In furtherance and not in limitation of the foregoing, the Purchaser may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary. The provisions of this Section 8.10 do not govern the relationship of the Authority with any Person other than the Purchaser.

Section 8.11. Indemnification. To the extent permitted by law, the Authority hereby indemnifies and holds harmless the Purchaser and its officers, directors, employees and agents (each, an “*Indemnified Party*”) from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which any Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person whatsoever) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under, this Agreement or any other aspects of the transactions contemplated hereby or by the other Related Documents; *provided* that the Authority shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnified Party. Nothing in this Section 8.11 is intended to limit the Authority’s obligations contained herein, and the obligations of the Authority under this Section 8.11 shall be in addition to any and all obligations of the Authority pursuant hereto or in law or equity, including obligations of reimbursement, indemnification or subrogation.

Section 8.12. Obligations Absolute. The obligations of the Authority under this Agreement, the Bonds and the Related Documents shall be absolute, unconditional and irrevocable under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Authority may have or have had against the Purchaser, including, without limitation, (i) any defense based on the failure of any demand for payment by the Trustee to conform to the terms of this Agreement or (ii) any failure of the Trustee to receive all or any part of the proceeds of this Agreement, and irrespective of the legality, validity, regularity or enforceability of this Agreement, and notwithstanding any termination of this Agreement.

Section 8.13. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights and duties of the parties hereto shall be governed by, the law of the State of New York.

Section 8.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

Section 8.15. Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

Section 8.16. Service of Process and Jurisdiction. Each of the parties hereto (i) hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York (without prejudice to the right of any party to remove to the United States District Courts for the Southern and Eastern Districts of New York) and to the nonexclusive jurisdiction of the United

States District Courts for the Southern and Eastern Districts of New York, for the purposes of any suit, action or other proceeding brought by the parties hereto or their successors or assigns arising out of this Agreement, the other Related Documents or the subject matter hereof or thereof or any of the transactions contemplated hereby or thereby, (ii) hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such Federal court and (iii) to the extent permitted by Applicable Law, hereby irrevocably waives, and agrees not to assert, by the way of motion, as a defense or otherwise, in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of the above named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, the other Related Documents, or the subject matter hereof or thereof may not be enforced in or by such court. A final judgment obtained in respect of any action, suit or proceeding referred to in this Section shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner as provided by Applicable Law. Each of the parties hereto hereby consents to service of process by registered mail, Express Mail, DHL or similar courier (including United Parcel Service) at the address to which notices to it are to be given, it being agreed that service in such manner shall constitute valid service upon such party or its respective successors or assigns in connection with any such action or proceeding only; *provided, however,* that nothing in this Section shall affect the right of any of such parties or its respective successors or assigns to serve legal process in any other manner permitted by Applicable Law or affect the right of any of such parties or its respective successors or assigns to bring any action or proceeding against any other one of such parties or its respective property in the courts of other jurisdictions.

Section 8.17. Entire Agreement. This Agreement and the Related Documents constitute the entire agreement between the parties hereto with respect to the subject matter addressed herein and supersede all prior agreements, whether written or oral between such parties regarding such subject matter.

Section 8.18. Waiver of Jury Trial. To the fullest extent permitted by law, the Authority and the Purchaser hereby waive their respective rights to a trial by jury for any claim or cause of action based upon or arising out of or related to this Agreement, the Related Documents, any other document delivered in connection herewith (including the other Related Documents) or the transactions contemplated hereby or in any action, proceeding or other litigation of any type brought by any of the parties against any other party or any Purchaser related person, participant or assignee, whether with respect to contract claims, tort claims, or otherwise. The Authority and the Purchaser hereby agree that any such claim or cause of action shall be tried by a court trial without jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this Section 8.18 as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or any other document delivered in connection herewith or any provision hereof or thereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement and any other documents delivered in connection therewith.

Section 8.19. Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the Authority and the Purchaser and their respective successors and assigns, except that

the Authority may not transfer or assign any or all of its rights or obligations hereunder or under the Related Documents without the prior written consent of the Purchaser.

Section 8.20. No Waiver or Delay. No failure or delay on the part of the Purchaser in exercising any right, power or privilege under this Agreement or the Related Documents and no course of dealing between the Authority and the Purchaser shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any other right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No notice to or demand on the Authority in any case shall entitle the Authority to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Purchaser to any other or further action in any circumstances without notice or demand.

Section 8.21. Headings. The table of contents and the section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.22. Government Regulations. (i) The Purchaser hereby notifies the Authority that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as such act may hereafter be amended, the “*Patriot Act*”), it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Purchaser to identify the Authority in accordance with the Patriot Act. The Authority shall furnish, promptly following a request by the Purchaser, provide all documentation and other information that the Bank reasonably requests in order to comply with its ongoing obligations under applicable law or regulation, including, without limitation, “know your customer” and anti-money laundering rules and regulations (including the Patriot Act), and shall use its best efforts to comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

(ii) The Authority shall (a) ensure that no Person who owns a controlling interest in or otherwise controls the Authority is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“*OFAC*”) or the Department of the Treasury or included in any Executive Order that prohibits or limits the Purchaser from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority and (b) ensure that the proceeds of any advance or extension of credit shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 8.23. Assignment to Federal Reserve Bank. The Purchaser may assign and pledge all or any portion of the Bonds and any other obligations owing to it hereunder or under the Related Documents to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank; *provided* that any payment in respect of such assigned Bonds or any other obligations made by the Authority to the Purchaser in accordance with the terms of this Agreement shall satisfy the Authority’s obligations hereunder in respect of

such assigned obligation to the extent of such payment. No such assignment shall release the Purchaser from its obligations hereunder.

Section 8.24. Redaction. In the event the Authority delivers or permits, authorizes or consents to the delivery of this Agreement (including, without limitation, any amendments hereto) to any other Person for delivery to the Municipal Securities Rulemaking Board pursuant to Rule G-34 (“*CUSIP Numbers, New Issue, and Market Information Requirements*”), the Authority shall cooperate with the Purchaser to provide for the redaction of information permitted to be redacted under Rule G-34.

Section 8.25. Arm’s-Length Transaction. The transaction described in this Agreement is an arm’s-length, commercial transaction between the Authority and the Purchaser in which: (i) the Purchaser is acting solely as a principal (*i.e.*, as a lender) and for its own interest; (ii) the Purchaser is not acting as a municipal advisor (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended) or financial advisor to the Authority with respect to the transactions contemplated hereby; (iii) the Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser or any of its Affiliates has provided other services or is currently providing other services to the Authority on other matters); (iv) the only obligations the Purchaser has to the Authority with respect to this transaction are set forth in this Agreement and the other Related Documents; and (v) the Purchaser is not recommending that the Authority take an action with respect to the transaction described in this Agreement and the other Related Documents, and before taking any action with respect to this transaction, the Authority has discussed the information contained herein with the Authority’s own legal, accounting, tax, financial and other advisors, as the Authority deems appropriate.

Section 8.26. Electronic Execution of Certain Documents. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any Related Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Purchaser, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Purchaser is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Purchaser pursuant to procedures approved by it; *provided further* without limiting the foregoing, upon the request of the Purchaser, any electronic signature shall be promptly followed by such manually executed counterpart.

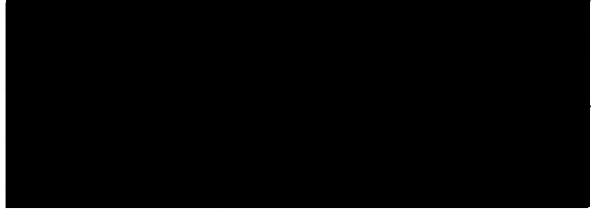
Section 8.27. Payments Set Aside. To the extent that any payment by or on behalf of the Authority is made to a Bondholder, or such Bondholder exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to

be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the such Bondholder in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

METROPOLITAN TRANSPORTATION AUTHORITY



PNC BANK NATIONAL ASSOCIATION



EXHIBIT A

FORM OF REQUEST FOR CONVERSION OF TERM RATE MODE

[Date]

PNC Bank, National Association, as Purchaser

[REDACTED]
[REDACTED]
[REDACTED]

and

PNC Bank, National Association, as Purchaser

[REDACTED]
[REDACTED]
[REDACTED]

\$75,000,000

Metropolitan Transportation Authority
Transportation Revenue Refunding Bonds,
Subseries 2020B-1

Ladies and Gentlemen:

Reference is hereby made to that Certificate of Determination Relating to Metropolitan Transportation Authority Transportation Revenue Refunding Bonds, Series 2020B, dated as of March 27, 2020 (the “*Certificate of Determination*”), adopted by the Metropolitan Transportation Authority (the “*Authority*”) and the Continuing Covenant Agreement dated as of March 27, 2020 (the “*Continuing Covenant Agreement*”) between the Authority and PNC Bank, National Association, as Purchaser (the “*Purchaser*”). All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Certificate of Determination.

The Authority hereby requests, pursuant to Section 3.07 of the Continuing Covenant Agreement, a conversion of the interest rate mode of the Bonds to a new Term Rate on **[Insert Date of Proposed Conversion]** (the “*Conversion Date*”). The Authority further requests that the **[Subseries 2020B-1 Mandatory Tender Date]** for the Bonds be extended to **[Insert Proposed Subseries 2020B-1 Mandatory Tender Date]** (the “*Extended Subseries 2020B-1 Mandatory Tender Date*”). The Bonds shall bear interest at the Term Rate from the Conversion Date to the Extended Subseries 2020B-1 Mandatory Tender Date and the Bonds shall be subject to mandatory purchase at the Purchase Price thereof on such date as provided in the Certificate of Determination.

In connection with such request, the Authority hereby represents and warrants that:

(a) no Event of Default has occurred and is continuing under the Continuing Covenant Agreement; and

(b) all representations and warranties of the Authority in the Continuing Covenant Agreement are true and correct and are deemed to be made on the date hereof.

We have enclosed along with this request the following information:

1. The outstanding principal amount of the Bonds;
2. The nature of any and all Events of Default; and
3. Any other pertinent information previously requested by the Purchaser.

Please advise if the foregoing terms are acceptable.

Very truly yours,

METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

EXHIBIT B-2

SUBSERIES 2020B-2 CONTINUING COVENANT AGREEMENT

The enclosed electronic (PDF) document has been created by scanning an original paper document. Optical Character Recognition (OCR) has been used to create searchable text. OCR technology is not perfect, and therefore some words present in the original document image may be missing, altered or may run together with adjacent words in the searchable text.

CONTINUING COVENANT AGREEMENT

CONTINUING COVENANT AGREEMENT

dated as of March 27, 2020

between

METROPOLITAN TRANSPORTATION AUTHORITY

and

BANK OF AMERICA, N.A.

relating to:

\$87,660,000

METROPOLITAN TRANSPORTATION AUTHORITY
TRANSPORTATION REVENUE REFUNDING BONDS,
SUBSERIES 2020B-2

TABLE OF CONTENTS

SECTION	HEADING	PAGE
ARTICLE I	DEFINITIONS AND ACCOUNTING TERMS	1
Section 1.01.	Defined Terms	1
Section 1.02.	Terms Defined in Resolution	10
Section 1.03.	Accounting Matters	10
Section 1.04.	Use of Phrases	10
Section 1.05.	Computation of Interest	10
Section 1.05.	Times of Day	10
ARTICLE II	PURCHASE OF BONDS AND INCREASED PAYMENTS	10
Section 2.01.	Purchase of Bonds	10
Section 2.02.	Taxes	11
Section 2.03.	Increased Costs	11
Section 2.04.	Default Rate	13
Section 2.05.	Determination of Taxability	13
Section 2.06.	Funding Indemnity	14
Section 2.07.	Survival	14
ARTICLE III	REPAYMENT	14
Section 3.01.	Payment Obligations	14
Section 3.02.	Amortization of Bonds	15
Section 3.03.	General Provisions as to Payment	15
Section 3.04.	Evidence of Debt	16
Section 3.05.	Credit for Amounts Paid Pursuant to the Resolution	17
Section 3.06.	Rate of Interest	17
Section 3.07.	Purchaser Consent to Subsequent Term Rate Mode	17
ARTICLE IV	CONDITIONS PRECEDENT TO PURCHASE OF BONDS	18
Section 4.01.	Documentary Requirements	18
Section 4.02.	Litigation	20
Section 4.03.	Other Matters	20
ARTICLE V	REPRESENTATIONS AND WARRANTIES	20
Section 5.01.	Existence	20
Section 5.02.	Power and Authority	20
Section 5.03.	Binding Obligation	20
Section 5.04.	No Conflict	21
Section 5.05.	No Litigation	21
Section 5.06.	Approvals and Consents	21
Section 5.07.	Financial Statements	21
Section 5.08.	Bonds	22

Section 5.09.	Incorporation of Representations and Warranties by Reference	22
Section 5.10.	No Maximum Lawful Rate	22
Section 5.11.	Regulations U and X	22
Section 5.12.	Absence of Defaults	22
Section 5.13.	No Proposed Legal Changes	22
Section 5.14.	Taxes	22
Section 5.15.	Compliance with Laws	23
Section 5.16.	Security	23
Section 5.17.	Trustee.....	23
Section 5.18.	Immunity	23
Section 5.19.	Sanctions Concerns and Anti-Corruption Laws	24
Section 5.20.	Agreement Constitutes a Credit Facility.....	24
ARTICLE VI	COVENANTS	24
Section 6.01.	Preservation of Corporate Existence, Etc.	24
Section 6.02.	Compliance with Related Documents.....	24
Section 6.03.	Visits and Inspections	24
Section 6.04.	Litigation Notice	25
Section 6.05.	Further Assurance	25
Section 6.06.	Information	25
Section 6.07.	Event of Default.....	25
Section 6.08.	Related Documents	26
Section 6.09.	Amendments	26
Section 6.10.	Conversions; Optional Redemptions	26
Section 6.11.	Certain Reporting Requirements.....	26
Section 6.12.	Maintenance of Trustee.....	26
Section 6.13.	Appointment of Successor Trustee	26
Section 6.14.	Investment Guidelines	27
Section 6.15.	Future Grant of Right to Declare Obligations Immediately Due and Payable	27
Section 6.16.	Immunity	28
Section 6.17.	Bond Rating	28
Section 6.18.	Litigation Notice	28
Section 6.19.	Interest Rate Protection Agreements	28
Section 6.20.	Exempt Status	28
Section 6.21.	Use of Proceeds.....	29
Section 6.22.	Maintenance of Approvals: Filings, Etc.	29
Section 6.23.	Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees	29
Section 6.24.	DTC.....	29
Section 6.25.	Sanctions	29
Section 6.26.	Anti-Corruption Laws	29
ARTICLE VII	EVENTS OF DEFAULT	29
Section 7.01.	Events of Default	29

Section 7.02.	Consequences of an Event of Default	32
Section 7.03.	Solely for the Benefit of Purchaser	32
Section 7.04.	Discontinuance of Proceedings	32
ARTICLE VIII	MISCELLANEOUS	32
Section 8.01.	Waivers, Amendments	33
Section 8.02.	Waiver of Right of Setoff	33
Section 8.03.	Survival of Representations and Warranties	33
Section 8.04.	Expenses	33
Section 8.05.	Notices	34
Section 8.06.	Continuing Obligation	36
Section 8.07.	Pledge and Agreement of the State	36
Section 8.08.	Successors and Assigns	36
Section 8.09.	Satisfaction Requirement	38
Section 8.10.	Limited Liability of the Purchaser	38
Section 8.11.	Indemnification	38
Section 8.12.	Obligations Absolute	39
Section 8.13.	Governing Law; Jurisdiction; Etc.	39
Section 8.14.	Counterparts	39
Section 8.15.	Severability	39
Section 8.16.	Service of Process and Jurisdiction.....	39
Section 8.17.	Entire Agreement	40
Section 8.18.	Waiver of Jury Trial	40
Section 8.19.	Benefit of Agreement.....	40
Section 8.20.	No Waiver or Delay	40
Section 8.21.	Headings	41
Section 8.22.	Government Regulations	41
Section 8.23.	Assignment to Federal Reserve Bank	41
Section 8.24.	Redaction	41
Section 8.25.	Arm's-Length Transaction	42
Section 8.26.	Electronic Execution of Certain Documents.....	42
Section 8.27.	Payments Set Aside.....	42
Section 8.28.	US QFC Stay Rules	42

EXHIBIT A — Form of Request for Conversion of Term Rate Mode

CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT dated as of March 27, 2020 (as amended, supplemented, modified or restated from time to time in accordance with its terms, this “*Agreement*”), between the METROPOLITAN TRANSPORTATION AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York created by the Metropolitan Transportation Authority Act, Title 11 of Article 5 of the Public Authorities Law of the Consolidated Laws of the State of New York (the “*Authority*”), and BANK OF AMERICA, N.A., a national banking association.

RECITALS

WHEREAS, on the date hereof, the Authority is issuing \$87,660,000 aggregate principal amount of Transportation Revenue Refunding Bonds, Subseries 2020B-2 (the “*Bonds*”) pursuant to the General Resolution Authorizing Transportation Revenue Obligations adopted by the Authority on March 26, 2002 (as may be further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof, the “*General Resolution*”), the Multiple Series Transportation Revenue Refunding Bond Supplemental Resolution, adopted by the Board of the Authority on December 18, 2019 (as may be further amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof, the “*Supplemental Resolution*”) and a Certificate of Determination Relating to Metropolitan Transportation Authority Transportation Revenue Refunding Bonds, Series 2020B, dated as of March 27, 2020 (as may be amended, supplemented, modified or restated from time to time, the “*Certificate of Determination*” and, together with the General Resolution and the Supplemental Resolution, referred to collectively herein as the “*Resolution*”).

WHEREAS, the Purchaser (as hereinafter defined) has agreed to purchase the Bonds and as a condition to such purchase, the Purchaser has required the Authority to enter into this Agreement.

NOW, THEREFORE, to induce the Purchaser to purchase the Bonds, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Authority and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. Defined Terms. In addition to the terms defined in the recitals and elsewhere in this Agreement and the Resolution, the following terms shall have the meanings set forth below:

“*Act*” means the Metropolitan Transportation Authority Act, Title 11 of Article 5 of the Public Authorities Law of the Consolidated Laws of the State of New York, as amended.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agreement*” has the meaning set forth in the introductory paragraph hereof.

“*Amortization End Date*” means the earliest to occur of (i) the fifth (5th) anniversary of the Subseries 2020B-2 Mandatory Tender Date or Credit Event of Default Amortization Commencement Date, as applicable, (ii) the date on which the Bonds are redeemed, repaid, refinanced, cancelled or defeased in whole; and (iii) the date on which the Bonds are remarketed in full into a Mode which is not the then current Term Rate Mode.

“*Anti-Terrorism Laws*” has the meaning set forth in Section 5.19 hereof.

“*Applicable Law*” means all applicable provisions of all constitutions, statutes (including the Act), rules, regulations and orders of all governmental bodies, all Governmental Approvals and all orders, judgments and decrees of all courts and arbitrators.

“*Authority*” means the Metropolitan Transportation Authority, a body corporate and politic constituting a public benefit corporation of the State of New York created by the Act, and any permitted assigns or successors in function thereto.

“*Authorized Officer*” has the meaning assigned to the term in the Resolution.

“*Base Rate*” means, for any day, fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* two percent (2.00%) and (iii) seven percent (7.00%). Each change in the Base Rate will take effect simultaneously with the corresponding change or changes in the Prime Rate or the Federal Funds Rate, as the case may be.

“*Bond Counsel*” means Nixon Peabody LLP, D. Seaton and Associates, P.A., P.C., Orrick, Herrington & Sutcliffe LLP, Bryant Rabbino LLP, or any other firm of nationally recognized bond counsel satisfactory to the Authority.

“*Bondholder*” means the Purchaser and each Purchaser Transferee or Non-Purchaser Transferee pursuant to Section 8.08 hereof so long as such Purchaser Transferee or Non-Purchaser Transferee is an owner of Bonds, or, with respect to Sections 2.03, 2.05, 8.04 and 8.11 hereof, was a Bondholder during the relevant period of time.

“*Bonds*” has the meaning assigned to that term in the recitals to this Agreement.

“*Business Day*” means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions located in the State or in any of the cities in which the principal office of the

Trustee or the Purchaser are authorized by law, regulation or proclamation to close or (iii) a day on which the New York Stock Exchange is closed.

“*Certificate of Determination*” has the meaning assigned to that term in the recitals to this Agreement.

“*Code*” means the Internal Revenue Code of 1986, as amended and, where appropriate any statutory predecessor or any successor thereto.

“*Credit Event of Default*” means an Event of Default under Section 7.1(a), (c), (f), (g), (h), (i), (j), (k) or (l) hereof.

“*Credit Facility*” has the meaning set forth in Annex A to the General Resolution.

“*Debtor Relief Laws*” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“*Designated Jurisdiction*” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“*Determination of Taxability*” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when a Bondholder or any former Bondholder notifies the Authority that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Authority of such notification from such Bondholder or such former Bondholder, the Authority shall deliver to such Bondholder or such former Bondholder, as applicable, a ruling or determination letter issued to or on behalf of the Authority by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any

other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Authority shall receive notice from a Bondholder or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondholder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Authority has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however*, that upon demand from a Bondholder or former Bondholder, the Authority shall promptly reimburse such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

“*Dodd-Frank Act*” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, as amended, and all statutes, rules, guidelines or directives promulgated thereunder or in connection therewith.

“*DTC*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“*Effective Date*” means March 27, 2020, subject to the satisfaction or waiver by the Purchaser of the conditions precedent set forth in Article IV hereof.

“*EMMA*” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“*Event of Default*” with respect to this Agreement, has the meaning set forth in Section 7.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“*Event of Taxability*” means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of a Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any

decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury (or any other government agency exercising the same or a substantially similar function from time to time), which decree, judgment or action shall be final under applicable procedural Law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of such Bondholder or such former Bondholder for federal income tax purposes with respect to the Bonds.

“*Excess Interest*” has the meaning assigned to that term in Section 3.06 hereof.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Bank of America, N.A. on such day on such transactions as determined by Bank of America, N.A. Each determination of the Federal Funds Rate by Bank of America, N.A., will be deemed conclusive and binding on the Authority absent manifest error.

“*Fitch*” means Fitch Ratings, Inc., or any successor rating agency then maintaining a rating on the Bonds at the request of the Authority.

“*General Resolution*” has the meaning assigned to that term in the recitals to this Agreement.

“*Governmental Approval*” means an authorization, permit, consent, approval, license or exemption from, registration or filing with, or report to, any Governmental Authority.

“*Governmental Authority*” means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“*Indemnified Party*” has the meaning set forth in Section 8.11 hereof.

“*Interest Payment Date*” means (i) June 1 and December 1 of each calendar year, commencing on June 1, 2020, and (ii) any date on which all or any portion of the Bonds are redeemed.

“*Interest Rate Protection Agreement*” means an interest rate swap, cap or collar agreement or similar arrangement between any Person and a financial institution providing for the transfer or mitigation of interest rate risks either generally or under specific contingencies.

“*Investor Letter*” has the meaning set forth in Section 8.08 hereof.

“*Law*” means, collectively, all applicable international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any applicable Governmental Authority.

“*Make-Whole Premium*” means a fee in the amount equal to the present value of the difference, if positive, between (i) the sum of the interest payments that would have accrued on each Borrowed Installment of principal at a fixed interest rate for such installment equal to the Original Funding Rate, as if it had been borrowed on the date of prepayment (“*Measurement Date*”), less (ii) the sum of the interest payments that would have accrued on each Borrowed Installment of principal at a fixed interest rate for such installment equal to the Reinvestment Rate, as if it had been borrowed on the Measurement Date. The following definitions will apply to the calculation of the Make-Whole Premium: (i) “*Borrowed Installment*” means the portion of the principal of the Bonds which would have been paid on a single payment date if the Bonds had been disbursed on the Measurement Date and payments had been made as scheduled through the Subseries 2020B-2 Mandatory Tender Date, (ii) “*Original Funding Rate*” means with respect to any Borrowed Installment of principal, the Swap Rate on March 27, 2020 (the “*Rate Lock Date*”), interpolated, if necessary, (iii) “*Reinvestment Rate*” means with respect to any Borrowed Installment of principal, the Swap Rate on the Measurement Date for a term corresponding to the period of time remaining until such principal installment was scheduled to be made, interpolated, if necessary, and (iv) “*Swap Rate*” means, as of any date, the offered U.S. Dollar interest rate swap rate for a fixed rate payer determined by the Bank of America, N.A., on such date by reference to the Bloomberg service or such other similar data source then used by the Bank of America, N.A., for determining such rate.

“*Majority Bondholder*” means the Bondholders with a majority of the aggregate principal amount of Bonds from time to time. As of the Effective Date, the Purchaser shall be the Majority Bondholder.

“*Mandatory Tender Purchase Price*” means an amount equal to 100% of the principal amount of the Bonds subject to mandatory tender for purchase on the Subseries 2020B-2 Mandatory Tender Date and accrued interest thereon, if applicable.

“*Maximum Federal Corporate Tax Rate*” means the maximum marginal statutory rate of federal tax, as in effect from time to time, imposed upon the income of corporations generally pursuant to Section 26 U.S. Code § 11 (whether or not any Bondholder is actually taxed at such maximum marginal statutory rate).

“*Maximum Interest Rate*” means, for any day, a rate of interest per annum equal to the lesser of (x) twenty-five percent (25%) and (y) the Maximum Lawful Rate.

“*Maximum Lawful Rate*” means the maximum rate of interest lawful under Applicable Law.

“*Moody’s*” means Moody’s Investors Service Inc., or any successor rating agency then maintaining a rating on any Bonds at the request of the Authority.

“*1933 Act*” means the Securities Act of 1933, as amended.

“*Nationally Recognized Municipal Security Information Repository*” means each nationally recognized municipal security information repository, as recognized from time to time, by the Securities and Exchange Commission pursuant to its Rule 15c2-12.

“*Non-Purchaser Transferee*” has the meaning set forth in Section 8.08(c) hereof.

“*Obligations*” has the meaning set forth in the General Resolution.

“*OFAC*” means the Office of Foreign Assets Control of the United States Department of the Treasury

“*Operating and Maintenance Expenses*” has the meaning set forth in the General Resolution.

“*Other Subseries 2020B-2 Obligations*” means all amounts payable by the Authority, and all other obligations to be performed by the Authority, pursuant to this Agreement and the other Related Documents (including, without limitation, all obligations of the Authority to pay principal of and interest on the Bonds when due and any amounts to reimburse the Purchaser for any advances or expenditures by it under any of such documents).

“*Outstanding*” means, with respect to the Bonds, the unpaid principal amount of the Bonds.

“*Parity Debt*” has the meaning set forth in Annex A to the General Resolution.

“*Parity Reimbursement Obligation*” has the meaning set forth in Annex A to the General Resolution.

“*Participant*” means any entity to which a Bondholder has granted a participation in the obligations of such Bondholder hereunder and of the Authority hereunder and under the Bonds and the other Related Documents.

“*Payment Account*” means [REDACTED], or such other account, office or wiring instructions as the Purchaser may designate from time to time.

“*Person*” means an individual, corporation, partnership, limited liability company, trust or unincorporated organization or a government or any agency or political subdivision thereof.

“Prime Rate” means on any day, the rate of interest in effect for such day as publicly announced from time to time by Bank of America, N.A. as its “prime rate.” The *“prime rate”* is a rate set by Bank of America, N.A. based upon various factors including Bank of America, N.A.’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change. Each determination of the Prime Rate by Bank of America, N.A. will be deemed conclusive and binding on the Authority, absent manifest error.

“Purchase Price” has the meaning set forth in Section 2.01(a) hereof.

“Purchaser” initially has the meaning set forth in the recitals hereof, and its successors and assignees, and upon the receipt from time to time by the Trustee and the Authority of a notice described in Section 8.08(a) from time to time means the Person designated in such notice as the Purchaser, as more fully provided in Section 8.08(a) hereof.

“Purchaser Rate” means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Subseries 2020B-2 Mandatory Tender Date to and including the ninetieth (90th) day immediately succeeding the Subseries 2020B-2 Mandatory Tender Date, the Base Rate from time to time in effect and (ii) from the period from and after the ninety-first (91st) day immediately succeeding the Subseries 2020B-2 Mandatory Tender Date, the Base Rate from time to time in effect *plus 1.00%*; *provided that* if an Event of Default has occurred and is continuing, the Purchaser Rate shall equal the Subseries 2020B-2 Default Rate.

“Purchaser Transferee” has the meaning set forth in Section 8.08(b) hereof.

“Rating Agency” and *“Rating Agencies”* means, individually or collectively, as applicable, Fitch, Moody’s and S&P.

“Related Documents” means this Agreement, the General Resolution, the Supplemental Resolution, the Certificate of Determination and the Bonds, and any other documents related to any of the foregoing or executed in connection therewith, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder

“Representation Letter” has the meaning set forth in the Certification of Determination.

“Resolution” has the meaning assigned to that term in the recitals to this Agreement.

“S&P” means S&P Global Ratings or any successor rating agency then maintaining a rating on any Bonds at the request of the Authority.

“State” means the State of New York.

“*Stated Principal Payment Dates*” means (i) the first Business Day of each sixth calendar month to occur after the Subseries 2020B-2 Mandatory Tender Date or Credit Event of Default Amortization Commencement Date, as applicable, and prior to the Amortization End Date and (ii) the Amortization End Date.

“*Subseries 2020B-2 Applicable Margin*” has the meaning set forth in the Certification of Determination.

“*Subseries 2020B-2 Default Rate*” means 9.00% per annum.

“*Subseries 2020B-2 Mandatory Tender Date*” means the date on which the Bonds are subject to mandatory tender for purchase on the last day of the Subseries 2020B-2 Term Rate Period pursuant to paragraph 13 of the Certificate of Determination, which shall be the Business Day preceding the second anniversary of the Effective Date (i.e., March 24, 2022).

“*Subseries 2020B-2 Obligations*” means the obligations of the Authority to pay the principal of and interest on the Bonds and Unremarketed Bonds, including the obligations of the Authority to amortize the Bonds in accordance with Section 3.02 hereof.

“*Subseries 2020B-2 Term Rate*” has the meaning assigned to that term in the Certificate of Determination.

“*Subseries 2020B-2 Term Rate Period*” has the meaning assigned to that term in the Certificate of Determination.

“*Subordinated Indebtedness*” has the meaning set forth in Annex A to the General Resolution.

“*Supplemental Resolution*” has the meaning assigned to that term in the recitals to this Agreement.

“*Tax Certificate*” means the tax compliance certificate by the Authority, relating to the Bonds, as the same may be amended, supplemented, modified or restated from time to time in accordance with the terms hereof and thereof.

“*Taxable Date*” means the date on which interest on the Bonds is first includable in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning set forth in Section 2.05 hereof.

“*Taxable Rate*” means, for each day, an interest rate per annum equal to the product of (i) the interest rate on the Bonds during such period and (ii) the Taxable Rate Factor, rounded to the second decimal place.

“*Taxable Rate Factor*” means, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded to the second decimal place.

“*Term Rate Mode*” has the meaning assigned to that term in the Certificate of Determination.

“*Trustee*” means The Bank of New York Mellon, as trustee under the Resolution, or any successor thereto as trustee appointed pursuant to the Resolution.

“*Unremarketed Bonds*” means Bonds with respect to which the Purchaser has not received payment of the Mandatory Tender Purchase Price, if any, on the Subseries 2020B-2 Mandatory Tender Date.

Section 1.02. Terms Defined in Resolution. Terms used herein and not otherwise defined have the meanings set forth in the Resolution.

Section 1.03. Accounting Matters. Unless otherwise defined herein or in the Related Documents, all accounting terms used herein and in the Related Documents are used with the meanings ascribed to such terms in accordance with generally accepted accounting principles as in effect from time to time, applied on a basis consistent (except for changes approved by the Authority’s independent public accountants) with the most recent financial statements of the Authority delivered to the Purchaser.

Section 1.04. Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.05. Computation of Interest . Fees payable hereunder by the Authority shall be calculated on the basis of a year of 360 days and the actual number of days elapsed. Interest shall accrue during each period during which interest is computed from and including the first day thereof to but excluding the last day thereof.

Section 1.06. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

ARTICLE II

PURCHASE OF BONDS AND INCREASED PAYMENTS

Section 2.01. Purchase of Bonds.

(a) *Purchase Price.* Upon the satisfaction of the conditions set forth in Article IV hereof and based on the representations, warranties and covenants of the Authority set forth herein, the Purchaser hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Purchaser, all, but not less than all, of the Bonds at par in an aggregate principal amount equal to \$87,660,000 (the “*Purchase Price*”).

(b) *Closing.* On the Effective Date, the Authority shall deliver to the Purchaser the documents described in Article IV hereof. Upon delivery of such documents and the satisfaction or waiver by the Purchaser of all of the conditions precedent set forth in Article IV hereof (or waiver thereof by the Purchaser), the Purchaser will pay the full Purchase Price for the Bonds in immediately available federal funds payable to the Trustee on behalf of the Authority. One fully registered Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of Cede & Co., nominee for DTC, as securities depository, and the beneficial interests in the Bonds so registered will be credited to such accounts with DTC as the Purchaser shall designate. The Bonds shall be so issued and registered to and held by DTC or its nominee, and beneficial interests therein shall be transferable in accordance with the book-entry system.

Section 2.02. Taxes. Any and all payments of principal, interest, fees and other sums due hereunder or under the Bonds shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Authority, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. Without prejudice to the survival of any other agreement of the Authority hereunder, the agreements and obligations of the Authority contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Authority thereunder and hereunder.

Section 2.03. Increased Costs.

(a) *Increased Costs Generally.* If after the Effective Date there shall occur any of the following (each, a “*Change in Law*”): (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority (whether or not having the force of law) or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that, notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case

pertaining to Basel III or any successor Basel Accord, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued, and such Change in Law shall:

(i) limit the deductibility of interest on funds obtained by a Bondholder to pay any of its liabilities or subject a Bondholder to any tax, duty, charge, deduction or withholding on or with respect to payments relating to this Agreement, the Bonds or any of the other Related Documents or any amount paid or to be paid by the Purchaser in connection with this Agreement, the Bonds or any of the other Related Documents (other than any tax measured by or based upon the overall net income of a Bondholder imposed by any jurisdiction having control over a Bondholder);

(ii) impose, modify, require, make or deem applicable to any reserve requirement, capital requirement (including, without limitation, with regard to capital (including but not limited to contingent capital) adequacy), liquidity ratio, leverage ratio, special deposit requirement, insurance assessment or similar requirement against any assets held by, deposits with or for the account of, or loans or commitments by, an office of such Bondholder;

(iii) change the basis of taxation of payments due a Bondholder under this Agreement, the Bonds or any of the other Related Documents (other than by a change in taxation of the overall net income of such Bondholder); or

(iv) impose upon a Bondholder any other condition with respect to any amount paid or payable to or by such Bondholder or with respect to this Agreement, the Bonds, or any of the other Related Documents;

and the result of any of the foregoing is to increase the cost of any such Bondholder holding the Bonds or reduce the amount of any payment (whether of principal, interest or otherwise) receivable by such Bondholder under this Agreement, the Bonds or any of the other Related Documents, or to reduce the rate of return on the capital of such Bondholder to a level below that which it could have achieved but for such circumstances (taking into consideration the policies of such Bondholder with respect to capital adequacy, liquidity or the maintenance of reserves), or to require such Bondholder to make any payment on or calculated by reference to the gross amount of any sum received by it, in each case by an amount which such Bondholder in its reasonable judgment deems material, then:

(1) such Bondholder shall promptly notify the Authority in writing of such event;

(2) such Bondholder shall promptly deliver to the Authority a certificate stating the change which has occurred affecting or with respect to this Agreement, the Bonds or any of the other Related Documents, or the reserve requirements or other costs or conditions which have been imposed on such Bondholder or the request, direction or requirement with which it has complied, together with the date thereof, the amount of such increased cost, reduction or payment and a reasonably detailed description of the way in

which such amount has been calculated, and such Bondholder's determination of such amounts, absent fraud or manifest error, shall be conclusive; and

(3) the Authority shall pay to such Bondholder such an amount or amounts as will compensate such Bondholder for such additional cost, reduction or payment.

The amount specified in any such notice under this Section 2.03 shall be due and payable as specified in the last paragraph of Section 8.04 hereof.

The foregoing provisions of this Section notwithstanding, the Authority shall not be required to compensate a Bondholder pursuant to this Section for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Bondholder notifies the Authority of the Change in Law giving rise to such increased costs or reductions, and of such Bondholder's intention to claim compensation therefor (except that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof).

The obligations of the Authority under this Section 2.03 shall survive the termination of this Agreement.

Section 2.04. Default Rate. Upon the occurrence and during the continuance of an Event of Default, the Bonds, the Subseries 2020B-2 Obligations and Other Subseries 2020B-2 Obligations shall immediately and automatically (without notice to the Authority) bear interest at the Subseries 2020B-2 Default Rate, which shall be payable by the Authority to each Bondholder (or, if applicable, the Purchaser) upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 2.05. Determination of Taxability. (a) In the event a Determination of Taxability occurs, to the extent not payable to each Bondholder under the terms of the Resolution and the Bonds, the Authority hereby agrees to pay to each Bondholder on demand therefor (i) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder on the Bonds during the period for which interest on the Bonds is included in the gross income of such Bondholder if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Bondholder during the Taxable Period, and (ii) an amount equal to any interest, penalties or charges owed by such Bondholder as a result of interest on the Bonds becoming included in the gross income of such Bondholder, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Bondholder in connection therewith;

(b) Subject to the provisions of paragraph (c) below, such Bondholder shall afford the Authority the reasonable opportunity, at the Authority's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross income of such Bondholder or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); *provided* that, in no event shall a

Bondholder be required to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Authority or any other Person; and

(c) As a condition precedent to the exercise by the Authority of its right to contest set forth in paragraph (b) above, the Authority shall, on demand, immediately reimburse the Purchaser or any other Bondholder for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by the Purchaser or any other Bondholder in its sole discretion) that may be incurred by the Purchaser or any other Bondholder in connection with any such contest, and shall, on demand, immediately reimburse the Purchaser or any other Bondholder for any and all payments, including any taxes or interest or penalties or other charges payable by the Purchaser or any other Bondholder for failure to include such interest in its gross income.

Section 2.06. Funding Indemnity. The Authority, may, upon notice to the Bank, on any Business Day, voluntarily prepay or redeem, or cause to be prepaid or redeemed, the Bonds in whole or in part; *provided* that (i) such notice must be received by the Bank not later than 10:00 a.m. five (5) days prior to any date of prepayment or redemption, and (ii) simultaneously with such prepayment or redemption, but solely with respect to prepayments made prior to the Subseries 2020B-2 Mandatory Tender Date, the Authority shall pay to the Purchaser the Make-Whole Premium, if any. Each such notice shall specify the date and amount of such prepayment or redemption of the Bonds.

Section 2.07. Survival. All of the Authority's obligations under this Article II shall survive the termination of this Agreement and the repayment, satisfaction or discharge of the Bonds and all Other Subseries 2020B-2 Obligations.

ARTICLE III

REPAYMENT

Section 3.01. Payment Obligations. (a) The Authority hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bondholders under the Related Documents and to pay the principal and purchase price of the Bonds and any Other Subseries 2020B-2 Obligations owing to the Bondholders whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under the Bonds and such Other Subseries 2020B-2 Obligations.

(b) The Authority shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Purchaser in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights and remedies under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith (including, without limitation, the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the

Purchaser as to its rights, remedies and obligations under this Agreement and the other Related Documents);

(ii) a fee for each amendment to this Agreement or any other Related Document or any consent or waiver by the Purchaser with respect to any Related Document, in each case, in a minimum amount of [REDACTED] plus the reasonable fees and expenses of counsel to the Purchaser;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with advising the Purchaser as to its rights, remedies and obligations under this Agreement and the other Related Documents or in connection with responding to requests from the Authority for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Purchaser to the extent required to cure any Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Subseries 2020B-2 Default Rate.

All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

Section 3.02. Amortization of Bonds. (a) In the event the Bondholders have not received the payment of the principal of all Outstanding Bonds on the Subseries 2020B-2 Mandatory Tender Date, the Authority shall cause the principal amount of the Bonds to be redeemed in ten substantially equal installments as to principal, payable on each Stated Principal Payment Date to occur following the Subseries 2020B-2 Mandatory Tender Date, to and including the tenth Stated Principal Payment Date to occur after such Subseries 2020B-2 Mandatory Tender Date; *provided, however,* the Bonds shall be paid in full no later than the related Amortization End Date. The Authority shall pay interest on the unpaid amount of the Bonds from and including the Subseries 2020B-2 Mandatory Tender Date until the Bonds are paid in full, payable monthly in arrears on the first Business Day of each calendar month while any such Bonds are unpaid and, with respect to any such amount repaid, on the date any such amount is repaid, at the Purchaser Rate; *provided, however,* that so long as an Event of Default under this Agreement has occurred and is continuing, the Authority shall pay interest on the unpaid amount of the Bonds from and including the date of the occurrence of the Event of Default until the earlier of the date such Event of Default has been cured and the date of payment in full of such Bonds to the Purchaser, at a rate per annum equal to the Subseries 2020B-2 Default Rate.

(b) Upon the occurrence of a Credit Event of Default and direction by the Purchaser for the Bonds to begin amortizing in accordance with this Section 3.02(b) pursuant to Section 7.02(b) hereof (the “*Credit Event of Default Amortization Commencement Date*”), the Authority shall cause the principal amount of the Bonds to be redeemed in ten substantially equal installments as to principal, payable on each Stated Principal Payment Date to occur following the Credit Event of Default Amortization Commencement Date, to and including the tenth Stated Principal Payment Date to occur after such Credit Event of Default Amortization Commencement Date; *provided, however,* the Bonds shall be paid in full no later than the related Amortization End Date. The

Authority shall pay interest on the unpaid amount of the Bonds from and including the Credit Event of Default Amortization Commencement Date until the Bonds are paid in full, payable monthly in arrears on the first Business Day of each calendar month while any such Bonds are unpaid and, with respect to any such amount repaid, on the date any such amount is repaid, at the Subseries 2020B-2 Default Rate.

Section 3.03. General Provisions as to Payment. The Authority shall make or cause to be made each payment hereunder not later than 12:00 noon, New York City time, in each case on the day when due, in lawful money of the United States of America and immediately available funds to the Purchaser at its Payment Account; *provided, however*, that whenever any payment hereunder shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day with interest to accrue to such day; and *provided, further*, that the Authority shall be permitted to make any payment pursuant to Section 2.03 in next day funds if such payment is made (i) on the Business Day immediately preceding the Business Day on which such payment would otherwise have been due and (ii) in an amount equal to the amount that would have been required to have been paid had the payment not been made in next day funds in reliance on this proviso. Payments received by the Purchaser after the applicable time set forth in this Section 3.03 shall be considered to have been made on the next succeeding Business Day. All payments to be made by the Authority shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Notwithstanding anything in this Section 3.03 to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and purchase price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

Section 3.04. Evidence of Debt. (a) The Bonds and Unremarketed Bonds, including the obligation of the Authority to amortize principal in the event the Bondholders have not received the principal of all Outstanding Bonds on the Subseries 2020B-2 Mandatory Tender Date as provided in Section 3.02 hereof, shall be Obligations for all purposes of the Resolution. The Bonds and Unremarketed Bonds, including the obligation of the Authority to amortize principal in the event the Bondholders have not received the principal of all Outstanding Bonds on the Subseries 2020B-2 Mandatory Tender Date as provided in Section 3.02 hereof, shall be secured on a parity with all other Obligations, Parity Reimbursement Obligations and Parity Debt Outstanding under the Resolution by a pledge of and lien on, and shall be payable from, the Trust Estate as provided by, and subject to the terms of, the Resolution. All other amounts payable under this Agreement (including amounts payable under Sections 2.02, 2.03, 8.04 and 8.11 of this Agreement) shall constitute Operating and Maintenance Expenses payable from Revenues as provided under the General Resolution.

(b) The obligations of the Authority arising under this Agreement and the Related Documents shall be absolute, unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms of this Agreement, the Bonds and the Related Documents under all circumstances whatsoever, including, without limitation, the following circumstances:

- (i) any lack of validity or enforceability of the Related Documents;

(ii) any amendment or waiver of or any consent to departure from all or any of the provisions of the Related Documents;

(iii) the existence of any claim, set-off, defense or other rights that the Authority may have at any time against the Trustee, any holder of any Bond, the Purchaser or any other Person, whether in connection with this Agreement, the Related Documents or any unrelated transactions, *provided* that nothing herein shall prevent the assertion of any such claims by separate suit or compulsory counterclaim;

(iv) any statement or any other document presented under this Agreement proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(v) any non-application or misapplication by the Trustee or otherwise of the proceeds of the purchase of the Bonds; or

(vi) any other act or omission to act or delay of any kind by the Purchaser or any other Person or any other event or circumstance whatsoever that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Authority's obligations hereunder and under any Bond.

Notwithstanding this Section, the Purchaser acknowledges and agrees that the Authority has the right to bring a legal cause of action with respect to one or more of the foregoing circumstances. The Authority's payment obligations shall remain in full force and effect pending the final disposition of any such action.

Section 3.05. Credit for Amounts Paid Pursuant to the Resolution. The Authority shall receive a credit to the extent of any amounts received by the Purchaser from the Trustee pursuant to the Resolution in repayment of amounts owing to the Purchaser under this Agreement.

Section 3.06. Rate of Interest. If the rate of interest payable on the Bonds, Unremarketed Bonds or any other obligation hereunder or under the Related Documents shall exceed the Maximum Interest Rate for any period for which interest is payable, then (a) interest at the Maximum Interest Rate shall be due and payable with respect to such period and (b) to the extent permitted by Applicable Law, interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof (without giving effect to the Maximum Interest Rate) and (B) the Maximum Interest Rate (the "*Excess Interest*") shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof (without giving effect to the Maximum Interest Rate) ceases to exceed the Maximum Interest Rate, at which time the Authority shall pay to the Purchaser such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Purchaser to equal the Maximum Interest Rate which payments of deferred Excess Interest shall continue until the earlier of (i) the date on which this Agreement has terminated and there are no Bonds outstanding and (ii) the date on which all amounts owed under the Bonds or other obligations of the Authority to which the Excess Interest relates are fully paid to the Purchaser. Notwithstanding the foregoing, to the extent permitted by law, upon the payment in full of the Bonds and the termination or expiration of this Agreement, the Authority

shall pay the Purchaser a fee equal to all amounts owed to the Purchaser with respect to such Excess Interest.

Section 3.07. Purchaser Consent to Subsequent Term Rate Mode. Notwithstanding Section 6.10(a) hereof, so long as the Purchaser is the Bondholder, on or before the end of the Term Rate Mode, the Authority may provide written notice to the Purchaser, in the form of Exhibit A hereto, of its desire to change the interest rate mode of the Bonds (including conversion to a new Term Rate Mode) and requesting the Purchaser to purchase such Bonds in such new Term Rate Mode or provide the liquidity or credit enhancement necessary to facilitate the conversion of the Bonds to such new interest rate mode. The Purchaser will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Purchaser's reasonable judgment, to permit the Purchaser to make an informed credit decision. The Purchaser may, in its sole and absolute discretion, decide to accept or reject any such request and no consent shall become effective unless the Purchaser shall have consented thereto in writing. In the event the Purchaser fails to definitively respond to such request within such thirty (30) day period, the Purchaser shall be deemed to have denied such request. The consent of the Purchaser, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Purchaser (which may include, but not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Purchaser with respect to the tax-exempt status of the Bonds as a result of such conversion and interest rate setting). In the event the Authority and the Purchaser fail to document in writing their agreement of the proposed rate(s) and terms of the succeeding period(s), the Bonds shall be due and payable in accordance with Section 3.02 hereof. By providing notice to the Purchaser in the form of Exhibit A hereto, the Authority shall be deemed to represent and warrant that (a) no Event of Default has occurred and is continuing, (b) no event has occurred and is continuing that could reasonably be expected to result in a material adverse effect and (c) all representations and warranties of the Authority made in this Agreement are true and correct and are deemed to be made as of the date of such request. If the Purchaser and the Authority agree to the terms for the Bonds upon such conversion and the interest rate that the Bonds shall bear following the change shall meet the applicable requirements of Section A-205 of the Certificate of Determination, the Authority and Purchaser may cause conversion of the Bonds by the process described in Section A-208 of the Certificate of Determination.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01. Documentary Requirements. The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent that the Purchaser shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser:

- (a) this Agreement duly executed by the Authority and the Bank;
- (b) copies of each of the other Related Documents fully executed and attested on behalf of the parties thereto, *provided* that, in the case of the Bonds, the Bank shall

receive a specimen copy thereof and in the case of the General Resolution and the Supplemental Resolution, the Bank shall receive certified copies thereof;

(c) certified copies of the resolution or resolutions of the Authority authorizing the execution and delivery of, and the performance by the Authority of its obligations under, this Agreement and the other Related Documents to which the Authority is a party, and certified copies of all other documents evidencing any other official action of the Authority taken with respect thereto as each is then in full force;

(d) customary closing certificates executed by appropriate officers of the Authority respecting the organization of the governing body of the Authority, the incumbency of its officers, the execution and delivery of this Agreement, the Bonds (including the Unremarketed Bonds) and the other Related Documents to which the Authority is a party, the compliance with all conditions precedent to the remarketing of the Bonds and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, and such other matters as the Bank may reasonably require;

(e) all necessary documents required under Know Your Customer/Anti-Money Laundering documentation;

(f) a copy of the approval of the Comptroller of the State of the sale of the Bonds and of the terms of the Bonds necessary for the Authority to execute, deliver and perform its obligations under this Agreement and the other Related Documents;

(g) (i) a Bond Counsel opinion addressed to the Bank to the effect that the interest on the Bonds is excludable from gross income for federal income tax purposes or a reliance letter in favor of the Bank with respect to such opinion, (ii) an opinion of General Counsel to the Authority addressed to the Bank and in form and substance reasonably satisfactory to the Bank and (iii) an opinion of Bond Counsel as to the enforceability of this Agreement and the other Related Documents and such other opinions as may be reasonably required by the Bank and addressed to the Bank;

(h) a certificate signed by an Authorized Officer of the Authority to the effect that (i) the Authority has performed and satisfied in all material respects all of the respective covenants and conditions required to be performed or satisfied by it in this Agreement, the Resolution and the other Related Documents on or before the Effective Date, (ii) each of the representations and warranties of the Authority contained in this Agreement is true and correct on and as of the Effective Date as though made on and as of such date, and (iii) on such date no Event of Default has occurred and is continuing;

(i) evidence that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service for the Bonds;

(j) evidence that the unenhanced long-term debt rating assigned by Moody's, to the Bonds is at least "A1";

(k) such other documents, certificates, opinions, including reliance letters, approvals or filings with respect to the Related Documents and this Agreement, in each case as the Bank may reasonably request; and

(l) fees and expenses of the Bank's counsel incurred in connection with the preparation, review and delivery of this Agreement, as presented in an invoice acceptable the Authority, pursuant to Section 8.04 hereof.

Section 4.02. Litigation. The Purchaser shall have received a written description of all actions, suits or proceedings pending or threatened against the Authority in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a material adverse effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Purchaser may reasonably request.

Section 4.03. Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Purchaser and its counsel, and the Purchaser shall have received such other statements, certificates, agreements, documents and information with respect to the Authority and the other parties to the Related Documents and matters contemplated by this Agreement as the Purchaser may reasonably request.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

In order to induce the Bank to purchase the Bonds and enter into this Agreement on the Effective Date, the Authority makes the following representations and warranties to each Bondholder:

Section 5.01. Existence. The Authority is a body corporate and politic constituting a public benefit corporation of the State duly created and established and validly existing under the provisions of the Act.

Section 5.02. Power and Authority. The Authority has all requisite legal right, power and authority to execute and deliver, and perform its obligations with respect to, this Agreement and each other Related Document to which the Authority is a party, to issue the Bonds and to engage in the transactions to which it is or is to be a party as contemplated hereby and by each Related Document to which it is a party. The execution, delivery and performance of this Agreement and the Related Documents to which the Authority is a party and the issuance of the Bonds have been duly authorized by all necessary action on the part of the Authority.

Section 5.03. Binding Obligation. This Agreement and each other Related Document to which the Authority is a party have been duly authorized, executed and delivered by the Authority. Each of this Agreement and the other Related Documents to which the Authority is a party, assuming the due authorization, execution and delivery thereof by the other parties thereto,

constitutes a legal, valid and binding special obligation of the Authority, enforceable against the Authority in accordance with its terms. The Resolution has been duly and lawfully adopted, is in full force and effect and is valid and binding upon the Authority and enforceable in accordance with its terms. The obligations of the Authority under the Resolution and the other Related Documents and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights. The enforceability of such obligations is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.04. No Conflict. The execution, delivery and performance of this Agreement and each of the other Related Documents to which the Authority is a party and the consummation of the transactions contemplated hereby and thereby and the remarketing of the Bonds, under the circumstances contemplated by such documents, do not and will not: (i) in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement, indenture, mortgage, lease or other instrument to which the Authority is a party or by or to which it or its revenues, properties, assets or operations are bound or subject; (ii) in any material respect conflict with or result in a violation by the Authority of the constitutions of the United States or the State of New York or the Act or any other law, ordinance, regulation, order, decree, judgment or ruling by or to which it or its revenues, properties, assets or operations are bound or subject; or (iii) except as provided in the Resolution, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its revenues, properties or assets.

Section 5.05. No Litigation. Except as disclosed by the Authority to the Purchaser in writing prior to the Effective Date, no litigation or other proceeding before or by any court or agency or other administrative body (either state or federal) is pending against the Authority or, to the knowledge of the Authority, threatened against it in any way restraining or enjoining, or threatening or seeking to restrain or enjoin, or in any way questioning or affecting: (i) the validity or enforceability of any provision of this Agreement or any other Related Document to which the Authority is a party; (ii) the pledge by the Authority effected under the Resolution or the authority of the Authority to receive the revenues or other funds pledged or to be pledged for the payment of the Bonds; or (iii) the power or ability of the Authority to perform its obligations hereunder or with respect to the Bonds or the Resolution or to consummate the transactions to which it is or is to be a party as contemplated by the Related Documents.

Section 5.06. Approvals and Consents. All approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in the matter required as a condition precedent to the performance by the Authority of its obligations under this Agreement and the other Related Documents to which the Authority is a party have been obtained and are in full force and effect. Notwithstanding the foregoing, the Authority makes no representation with respect to compliance with state securities laws or "blue sky" laws of any jurisdiction.

Section 5.07. Financial Statements. The audited statements of operations, excess of liabilities over assets and cash flows of the Authority for the most recent fiscal year, including its balance sheet as of such date, as heretofore delivered to the Purchaser, fairly present the financial position of the Authority as of said date and the results of the operations of the Authority for such

period and have been prepared in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto; and, except as disclosed to the Purchaser in writing or posted to the MTA website (www.mta.info) or EMMA, respectively, prior to the Effective Date, there has been no material adverse change in the condition, financial or otherwise, of the Authority since the date of such financial statements, from that set forth in said financial statements as of, and for the period ended on that date.

Section 5.08. Bonds. The Bonds have been duly issued under the Resolution and are entitled to the benefits thereof.

Section 5.09. Incorporation of Representations and Warranties by Reference. The Authority hereby makes to the Purchaser the same representations and warranties made by the Authority in each Related Document, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference in this Section 5.09 for the benefit of the Bondholders with the same effect as if each and every such representation and warranty and defined term were set forth in this Section 5.09 in its entirety.

Section 5.10. No Maximum Lawful Rate. The interest rate payable on the Authority's obligations to the Purchaser and the Bondholders hereunder and under the Related Documents (including the Unremarketed Bonds) is not subject to any limitation under the statutes or constitution of the State.

Section 5.11. Regulations U and X. (a) The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); (b) no part of the proceeds of the Bonds have been or will be used to extend credit to others or for the purpose of purchasing or carrying any margin stock; and (c) the proceeds of the Bonds shall be used solely in connection with the refunding of the MTA Hudson Rail Yards Trust Obligations, Series 2016A.

Section 5.12. Absence of Defaults. (i) The Authority is not, in any material respect, in breach of or default under its charter or other similar documents, or any Applicable Law of the State or of the United States, relating, in each case, to the issuance of debt securities by it, or any applicable judgment, decree, loan agreement, note, resolution, ordinance, agreement or other instrument to which it is a party or is otherwise subject and (ii) no Event of Default has occurred and is continuing hereunder. Late delivery of financials or other reporting materials shall in no event be deemed material for purposes of this Section as long as said materials are delivered within one hundred eighty (180) days of the applicable due date.

Section 5.13. No Proposed Legal Changes. As of the date hereof, to the knowledge of any Authorized Officer of the Authority, there is no proposed amendment, certified for placement on a statewide ballot, to the Constitution or any law of the State, or any legislation that has passed either house of the legislature of the State, the effect of which is to materially adversely affect the ability of the Authority to perform its obligations under this Agreement and the other Related Documents.

Section 5.14. Taxes. The Authority is not subject to any taxes, assessments or other governmental charges levied upon or in respect of any of its properties or assets, which unpaid taxes, assessments or other governmental charges could reasonably be expected to result in a material adverse effect on the ability of the Authority to satisfy its payment obligations hereunder or under any Related Document.

Section 5.15. Compliance with Laws. The Authority is in compliance with all applicable laws, except for non-compliances that, singly or in the aggregate, have not had and will not have a materially adverse effect on the binding nature, validity or enforceability of, or the authority or the ability of the Authority to satisfy its obligations under this Agreement or any other Related Document to which it is a party.

Section 5.16. Security. The pledge created by Section 501 of the General Resolution will in all respects secure on a *pari passu* basis all of the Obligations, including the Bonds and the Subseries 2020B-2 Obligations, and Parity Debt and, except as expressly so provided, nothing contained in the General Resolution will be deemed to confer on the Bondholders of any Obligations or Parity Debt any rights in the Trust Estate superior or inferior to the Bondholders of any other Obligations or Parity Debt. The General Resolution creates a valid first lien pledge and encumbrance on the Trust Estate in favor of the Bondholders securing the Bonds (including any Unremarketed Bonds) and the Subseries 2020B-2 Obligations, subject only to those liens provided for in the Resolution and to the provisions of the Resolution permitting application thereof for the purposes and on the terms and conditions set forth in the Resolution. The pledge created by Section 501 of the General Resolution is valid and binding from and after the date of issuance and delivery of the first Obligations, and the Trust Estate is immediately subject to the lien of such pledge without any filing, registering or recording or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. Subject to the provisions of the General Resolution, the Trust Estate is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the General Resolution, and all corporate action on the part of the Authority to that end has been duly and validly taken. The statements in this Section 5.16 are true and correct in all material respects.

Section 5.17. Trustee. The Bank of New York Mellon is the duly appointed and acting Trustee for the Bonds.

Section 5.18. Immunity. The Authority irrevocably agrees that, to the extent that the Authority or any of its assets, as the case may be, may otherwise have or acquire any right of immunity as against the Purchaser or its respective successors and assigns, whether characterized as sovereign immunity or otherwise, from any legal proceedings to enforce or collect upon any Related Documents or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or with respect to any other liability or obligation of the Authority or any other matter, related to or arising from the transactions contemplated by any Related Document or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or the documents referred to therein, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution

of a judgment, and immunity of any of its property from attachment in aid of execution upon a judgment, the Authority hereby expressly waives and agrees not to assert any such immunity and such waiver shall be irrevocable and not subject to withdrawal in any jurisdiction. Notwithstanding the foregoing, (i) certain suits against the Authority must comply with the requirements of Section 1276 of the Act and (ii) the Authority may not be subject to punitive damages.

Section 5.19. Sanctions Concerns and Anti-Corruption Laws. (a) *Sanctions Concerns.* Neither the Authority, nor, to the knowledge of the Authority, any director or officer thereof, is an individual or entity that is, or is owned or controlled by any individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction.

(b) *Anti-Corruption Laws.* The Authority has conducted its business in compliance with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

Section 5.20. Agreement Constitutes a Credit Facility. The Authority hereby represents that (i) this Agreement constitutes and shall be a Credit Facility for purposes of the General Resolution, including, without limitation, Section A-202 of the General Resolution, (ii) the Purchaser and any other Bondholder shall be entitled to all rights and remedies provided to the issuer of a Credit Facility under the General Resolution, including the right to accelerated amortization of the Bonds and Unremarketed Bonds permitted by Section A-202.4 of the General Resolution and (iii) the obligation of the Authority to redeem the Bonds and Unremarketed Bonds pursuant to this Agreement shall be deemed a Parity Reimbursement Obligation, as and to the extent permitted by Section A-202.4 of the General Resolution.

ARTICLE VI

COVENANTS

The Authority covenants and agrees, until the full and final payment and satisfaction of all of the Subseries 2020B-2 Obligations and Other Subseries 2020B-2 Obligations, unless the Purchaser shall otherwise consent in writing, that:

Section 6.01. Preservation of Corporate Existence, Etc. The Authority shall preserve and maintain its existence in its current form and its rights and privileges in the State.

Section 6.02. Compliance with Related Documents. The Authority will observe and perform fully and faithfully all of its obligations under the Related Documents (including any Unremarketed Bonds) to which it is a party (whether or not any such Related Document expires in accordance with its terms) and use its best efforts to cause the Trustee at all times to comply with the terms of the Related Documents to which either the Authority or the Trustee is a party.

Section 6.03. Visits and Inspections. The Authority will permit representatives of the Purchaser, from time to time as often as may be reasonably requested, to inspect the books and records of the Authority and make copies and extracts of such books and records that relate to the Authority's performance under this Agreement and any Related Documents to which it is a party and discuss the affairs, finances and accounts of the Authority with, and to be advised as to the same by, its officials, all in connection with the performance by the Authority of its obligations hereunder and under the other Related Documents.

Section 6.04. Litigation Notice. The Authority will notify the Purchaser in writing, promptly after the same shall have become known to the Authority or any official of the Authority upon whom process has been served, of any action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency that, in the reasonable opinion of the Authority, might materially affect the validity or enforceability of this Agreement or any other Related Document or materially impair the ability of the Authority to perform its obligations under this Agreement or any other Related Document.

Section 6.05. Further Assurances. The Authority will, at any and all times, insofar as it may be authorized so to do by Applicable Law, pass, make, do, execute, acknowledge and deliver every and all such further resolutions, acts, deeds, conveyances, files of record, assignments, recordings, filings, transfers and assurances as may be necessary or desirable for the better assuring, perfecting, conveying, granting, assigning and confirming all and singular the rights, revenues and other funds pledged or assigned to the payment of the Bonds (including any Unremarketed Bonds) (including the interest thereon) and payment of its obligations under this Agreement.

Section 6.06. Information. The Authority shall forward to the Purchaser (i) as soon as practicable and in any event within two hundred seventy (270) days after the end of each fiscal year of the Authority a balance sheet as of the end of such fiscal year and the related statements of revenue and expense, setting forth in each case in comparative form the figures for the previous fiscal year, all certified as to the fairness of presentation, generally accepted accounting principles and consistency by a nationally recognized firm of independent certified public accountants, and copies of any annual information statements the Authority files with any Nationally Recognized Municipal Security Information Repository or EMMA, together with a certificate signed by an Authorized Officer stating that no Event of Default has occurred or, if an Event of Default has occurred, specifying the nature of such Event of Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default and (ii) as soon as practicable, notice of any reduction, suspension, withdrawal or termination of the ratings assigned to the Bonds or any of the Authority's Parity Debt by Fitch, Moody's or S&P, and (iii) as soon as practicable, such other information regarding the business affairs, financial condition and/or operations of the Authority as the Purchaser may from time to time reasonably request. The Authority will be deemed to have complied with the requirement to provide the information set forth in this paragraph to the extent such information has been duly posted within such time period in the MTA website (www.mta.info) or EMMA, respectively.

Section 6.07. Event of Default. The Authority, upon obtaining notice or knowledge thereof, shall give prompt notice in writing to the Purchaser and the Trustee of the occurrence of any Event

of Default and of any other development, financial or otherwise, which, in the reasonable opinion of the Authority, would be likely to materially adversely affect the ability of the Authority to perform its obligations hereunder or under the Related Documents.

Section 6.08. Related Documents. The Authority: (i) shall promptly pay all amounts payable by it hereunder and under the other Related Documents according to the terms hereof or thereof; (ii) shall duly perform each of its obligations under this Agreement and the other Related Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference in this paragraph (i) with the same effect as if each and every such provision were set forth in this paragraph (i) in its entirety, all of which shall be deemed to be made for the benefit of the Purchaser or any other Bondholder (except as such provisions and defined terms may be terminated or amended as provided in Section 6.09 hereof, it being understood that no amendment or waiver with respect to such covenants and agreements or defined terms will be effective as to this Agreement unless and until specifically agreed to in writing by the Purchaser with reference to this Agreement); and (iii) shall use its best efforts to cause the Trustee at all times to comply with the terms of the Related Documents to which it is a party, in each case to the extent the Authority has the contractual or legal right to cause such compliance.

Section 6.09. Amendments. Except as provided in Section 8.01 hereof, the Authority will not agree or consent to any amendment, supplement or modification of any Related Document, nor waive any provision thereof; *provided, however*, that the Authority may agree or consent to amendments to the Bonds and the Related Documents to the extent that such amendments are permitted under the Related Documents without the consent of the Bondholders and such amendments do not adversely affect the security, rights or remedies of the Purchaser or any other Bondholder or the ability of the Authority to perform its obligations under this Agreement or any of the other Related Documents and the Authority shall provide notice to the Purchaser of any such amendment at least five Business Days before the effective date thereof.

Section 6.10. Conversions; Optional Redemptions. (a) Except as provided in Section 3.07 hereof with respect to the Purchaser's consent to a subsequent Term Rate Mode, the Authority shall provide fifteen (15) days' written notice to the Purchaser prior to the date of any proposed conversion of the interest rate on the Bonds to a rate of interest other than the Subseries 2020B-2 Term Rate pursuant to Section A-208 of the Certificate of Determination.

(b) The Authority shall provide at least ten (10) days' prior written notice to the Purchaser prior to the date of any proposed optional redemption or purchase in lieu of redemption of Bonds pursuant to paragraph 15 of the Certificate of Determination.

Section 6.11. Certain Reporting Requirements. The Authority shall, promptly upon obtaining notice or knowledge thereof, furnish, or cause to be furnished, to the Purchaser such financial and other information with respect to the Authority as the Purchaser may reasonably request from time to time.

Section 6.12. Maintenance of Trustee. The Authority will at all times have a Trustee performing the duties thereof contemplated by the Certificate of Determination.

Section 6.13 Appointment of Successor Trustee. The Authority shall, as promptly as practical, notify the Purchaser of the appointment of a successor Trustee.

Section 6.14. Investment Guidelines. The Authority shall promptly furnish, or cause to be furnished, to the Purchaser, a copy of any amendments, modifications or supplements to the Authority's Investment Guidelines.

Section 6.15. Future Grant of Right to Declare Obligations Immediately Due and Payable.
(i) From and after the Effective Date, if the Authority shall enter into, amend or extend for more than a single 90-day period any Credit Facility or direct purchase facility which provides, as the result of the occurrence of an event of default or the Authority's failure to satisfy any condition thereunder, for the acceleration of, or the right to accelerate or otherwise cause to become due and payable in full prior to the date or dates otherwise scheduled to be due and payable, the principal of or interest on any Obligations or any obligation or reimbursement obligation (such provision, an "*Acceleration Provision*"), the Purchaser and any other Bondholder will be deemed to have the right to declare or cause the principal and interest on any Bonds and any other obligation due and payable to the Purchaser and any other Bondholder hereunder to be due and payable in full under the same terms and conditions set forth under such Credit Facility or direct purchase facility.

(ii) From and after the Effective Date, if the Authority shall (A) issue and sell directly to a bank, other lending institution or institutional investor (a "*Holder*") any Obligation or Subordinated Indebtedness that is subject to a Conditional Term-Out Provision (as defined below) or (B) enter into, amend or extend for more than a single 90-day period a loan agreement with such a Holder that contains a Conditional Term-Out Provision with respect to any Obligation or Subordinated Indebtedness, then conditions corresponding to those referenced in such Conditional Term-Out Provision, and the consequences of failing to satisfy such conditions, shall be deemed applicable to the Term-Out Provision set forth in this Agreement. As used herein, a "Conditional Term-Out Provision" is a provision whereby the Authority's obligation to pay or purchase the Holder's Obligation or Subordinated Indebtedness either on a specified date or upon the occurrence of a specified trigger event is subject to a minimum amortization period but the Authority's right to pay or purchase such Obligation or Subordinated Indebtedness over such minimum amortization period is subject to satisfaction of one or more specified conditions, failing which the Authority is obligated to pay or purchase the Holder's Obligation or Subordinated Indebtedness immediately or over a time period shorter than the minimum amortization period.

(iii) Within five Business Days after taking any action referred to in clause (i) or (ii) above, the Authority shall provide the Purchaser written notification thereof and, if requested by the Purchaser, the Authority shall promptly enter into an amendment to this Agreement (A) in the case of an action referred to in clause (i), to include an Acceleration Provision corresponding to that included in the applicable Credit Facility or direct purchase facility, including provisions as to priority of payment, *provided* that such an Acceleration Provision shall be deemed to be incorporated by reference in Section 7.02 hereof even if the Authority fails to provide such amendment, and (B) in the case of an action referred to in clause (ii), to incorporate into the Term-Out Provision set forth in this Agreement conditions and consequences corresponding to those referenced in the applicable Conditional Term-Out Provision, including provisions as to priority of payment, *provided* that such provisions shall be deemed to be incorporated by reference

in this Agreement even if the Authority fails to provide such amendment. The amendment, release, termination or other discharge of every Credit Facility, Obligation and Subordinated Indebtedness that includes an Acceleration Provision or Conditional Term-Out Provision shall be effective to amend, release, terminate or discharge (as applicable) any such provision as incorporated by reference herein.

Section 6.16. Immunity. The Authority irrevocably agrees that, to the extent that the Authority or any of its assets, as the case may be, may otherwise have or acquire any right of immunity as against the Purchaser or any other Bondholder or their successors and assigns, whether characterized as sovereign immunity or otherwise, from any legal proceedings to enforce or collect upon any Related Document or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or with respect to any other liability or obligation of the Authority or any other matter related to or arising from the transactions contemplated by any Related Document or any document or instrument delivered pursuant thereto, contemplated thereby or relating thereto or the documents referred to therein, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment in aid of execution upon a judgment, the Authority hereby expressly waives and agrees not to assert any such immunity and such waiver shall be irrevocable and not subject to withdrawal in any jurisdiction. Notwithstanding the foregoing, (i) certain suits against the Authority must comply with the requirements of Section 1276 of the Act and (ii) the Authority may not be subject to punitive damages.

Section 6.17. Bond Rating. The Authority agrees, at its own expense, (i) maintain in effect so long as Purchaser or any other Bondholder owns the Bonds in the Term Rate Mode and/or this Agreement is in effect a rating for the Bonds from any of Moody's, S&P and Fitch and (ii) to ensure that the such ratings assigned to the Bonds are available to the Purchaser in an electronic format, such as PDF form or an electronic mail message. In the event the Authority does not maintain such a rating at any time, the Authority agrees that the Purchaser may obtain such a rating on behalf of the Authority and the Authority agrees to reimburse the Purchaser on demand for all costs (including reasonable fees and expenses of counsel for the Purchaser) incurred by the Purchaser in connection with obtaining such rating.

Section 6.18. Compliance with Laws. The Authority shall comply with all applicable laws, rules, regulations and orders applicable to it and its property, except where non-compliance could not reasonably be expected to have a material adverse effect on the ability of the Authority to satisfy its payment obligations hereunder and under the other Related Documents to which is it a party, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed on it or its property before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that, in the reasonable opinion of the Authority, are adequate.

Section 6.19. Interest Rate Protection Agreements. All termination payments related to Interest Rate Protection Agreements with respect to Parity Reimbursement Obligations shall be subordinated in terms of lien and priority of payment to the lien on the Trust Estate securing payment of the Bonds (including any Unremarketed Bonds).

Section 6.20. Exempt Status. The Authority shall not take any action, omit to take any action or cause or permit another Person to take any action or omit to take any action, which, if taken or omitted, would adversely affect the excludability of interest on the Bonds from the gross income of the holders thereof for purposes of Federal income taxation.

Section 6.21. Use of Proceeds. The Authority will not take or omit to take any action, which action or omission will in any way result in the Bond proceeds being applied in a manner other than as provided in the Resolution, the Tax Certificate and this Resolution.

Section 6.22. Maintenance of Approvals: Filings, Etc. The Authority shall at all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for its execution, delivery and performance of this Agreement and the other Related Documents to which it is a party.

Section 6.23. Disclosure to Participants, Purchaser Transferees and Non-Purchaser Transferees. The Authority shall permit the Purchaser to disclose the financial information received by it pursuant to this Agreement to each Participant of the Purchaser, Purchaser Transferee and Non-Purchaser Transferee pursuant to Section 8.08 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 6.24. DTC. The Authority shall at all times cause the Bonds to be held with DTC or through the systems of DTC (i.e., the Fast Automated Securities Transfer System).

Section 6.25. Sanctions. The Authority will not directly or indirectly, use any proceeds from the issuance of the Bonds, or lend, contribute or otherwise make available such proceeds to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions.

Section 6.26. Anti-Corruption Laws. The Authority will not directly or indirectly, use any proceeds from the issuance of the Bonds for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and other similar anti-corruption legislation in other jurisdictions.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “Event of Default” hereunder, unless waived in writing by the Purchaser:

- (a) any principal of or interest due on any Bonds or any Unremarketed Bond is not paid by the Authority when due;

(b) the failure by the Authority to perform or observe any other term, covenant or agreement contained in this Agreement not specified in paragraph (a) above (including, without limitation, a failure by the Authority to pay fees or other amounts payable hereunder), if such failure shall continue for a period of 30 Business Days after written notice thereof by the Purchaser to the Authority; *provided, however*, that such grace period shall not apply to the covenants set forth in Sections 6.01, 6.02, 6.09 and 6.16 hereof; or

(c) (i) the Authority shall (A) commence a voluntary case under the Federal bankruptcy laws (as now or hereafter in effect), (B) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, debt adjustment, winding up or composition or adjustment of debts, (C) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws, (D) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property, (E) admit in writing its inability to pay, or generally not be paying, its debts as they become due, (F) make a general assignment for the benefit of creditors or (G) take any official action for the purpose of effecting any of the foregoing; or (ii) a case or other proceeding shall be commenced against the Authority in any court of competent jurisdiction seeking (A) relief under the Federal bankruptcy laws (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of the Authority, or of all or a substantial part of its property, and any such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive calendar days, or an order granting the relief requested in any such case or proceeding against the Authority (including, but not limited to, an order for relief under such Federal bankruptcy laws) shall be entered;

(d) any warranty, representation or other written statement made by or on behalf of the Authority contained herein or in any of the other Related Documents or in any instrument furnished in compliance with or in reference to any of the foregoing, is false or misleading in any material respect on any date when made or deemed made;

(e) any “event of default” under the Resolution shall have occurred and be continuing;

(f) any material provision of this Agreement or any of the other Related Documents (including Unremarketed Bonds) to which the Authority is a party shall at any time for any reason cease to be valid and binding in accordance with its terms on the Authority, or shall be declared to be null and void, or the validity or enforceability hereof or thereof shall be contested by the Authority, or a proceeding shall be commenced by the Authority seeking to establish the invalidity or unenforceability hereof or thereof, or the Authority shall deny that it has any further liability or obligation hereunder or thereunder, in each case if, in the Purchaser’s sole judgment, such event would have a materially adverse effect on the Purchaser or any other Bondholder’s rights under this Agreement;

(g) any Governmental Authority with jurisdiction over the Authority and the affairs of the Authority shall have declared or imposed a debt moratorium, debt restructuring, debt adjustment or comparable restriction on the repayment when due and payable of the principal of or interest on any of the Authority's indebtedness issued under the Resolution;

(h) the Act or the Resolution shall, for any reason, cease to be in full force and effect or shall be declared or become invalid or unenforceable in whole or in part or shall be interpreted, altered or amended in any manner that would in any of the foregoing cases materially adversely affect the obligations of the Authority hereunder or the rights of the Purchaser or any other Bondholder hereunder or thereunder;

(i) the long-term unenhanced rating assigned to the Bonds or any other indebtedness of the Authority senior to or on a parity with the Bonds shall be withdrawn or suspended (other than as a result of debt maturity, redemption, defeasance, non-application or non-provision of information) or reduced below "BBB-" (or its equivalent), "BBB-" (or its equivalent) or "Baa3" (or its equivalent) by any of Fitch, S&P and Moody's;

(j) a final non-appealable judgment or order for the payment of money in excess of \$25,000,000 (in excess of the coverage limits of any applicable insurance therefor) and payable from the Trust Estate and which ranks senior to or on parity with the Bonds shall have been rendered against the Authority and such judgment or order shall not have been satisfied, stayed, vacated, discharged or bonded pending appeal within a period of sixty (60) days from the date on which it was first so rendered;

(k) dissolution or termination of the existence of the Authority; *provided, however,* that in the event that the Authority dissolves or its existence terminates by operation of law and a successor entity assumes its obligations hereunder and with respect to the Bonds and the rights and security for the Subseries 2020B-2 Obligations remain unchanged (including the pledge of the Trust Estate securing Parity Debt as provided in Section 5.16 hereof and in the Resolution), a dissolution or termination of the existence of the Authority shall not constitute an Event of Default hereunder; or

(l) (i) the Authority shall default in any payment of any Obligations or Parity Reimbursement Obligation ("*Secured Debt*"), beyond the period of grace, if any, provided in the instrument or agreement under which such Secured Debt was created, or (ii) default in the observance or performance of any agreement or condition relating to any Secured Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Secured Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required) any such Secured Debt to become due prior to its stated maturity.

Section 7.02. Consequences of an Event of Default. Upon the occurrence and continuance of an Event of Default and notice thereof to the Authority and the Trustee, the Purchaser may, in its sole discretion, but shall not be obligated to, exercise any or all of the following remedies:

(a) by written, electronic or telephonic notice (promptly confirmed in writing), give notice of such Event of Default to the Trustee and the Authority, whereupon interest on the Bonds from and including the date of the occurrence of the Event of Default until the earlier of the date such Event of Default has been cured and the date of payment in full of such Bonds to the Purchaser, shall accrue and be payable at a rate per annum equal to the Subseries 2020B-2 Default Rate;

(b) by written, electronic or telephonic notice (promptly confirmed in writing), give notice of a Credit Event of Default to the Trustee and the Authority, directing that the Bonds amortize in accordance with Section 3.02(b) hereof; and

(c) exercise all or any of its rights and remedies as it may otherwise have under Applicable Law and under this Agreement and the Resolution or otherwise by such suits, actions, or proceedings in equity or at law, either for specific performance of any covenant or agreement contained in the Resolution or this Agreement or the Related Documents or in aid of execution of any power therein granted or for the enforcement of any proper legal or equitable remedy.

No failure or delay on the part of the Purchaser to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any further exercise thereof or the exercise of any further right or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.03. Solely for the Benefit of Purchaser. The rights and remedies of the Purchaser specified herein are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is entitled, but shall have no duty or obligation to the Authority, the Trustee or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any of the other Related Documents.

Section 7.04. Discontinuance of Proceedings. In case the Purchaser shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Purchaser shall have the unqualified right so to do and, in such event, the Purchaser shall be restored to their former positions with respect to the Subseries 2020B-2 Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Purchaser hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Waivers, Amendments. This Agreement may be amended only by a written instrument duly executed by each of the parties hereto. The Authority may take any action herein prohibited or omit to perform any act herein required to be performed by it only if the Authority shall first obtain the written consent of the Purchaser thereto.

Section 8.02. Waiver of Right of Setoff. The Purchaser hereby waives any right to set off and apply any and all deposits (general or special, time or demand, provisional or final) or collateral at any time held and other indebtedness at any time owing by the Purchaser to or for the credit or the account of the Authority at any time during the pendency of any case or proceeding by or against the Authority seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for the appointment of a receiver, custodian, trustee or other similar official for it or for any substantial part of its property, against any and all of the obligations of the Authority now or hereafter existing in respect of the Bonds and the Subseries 2020B-2 Obligations.

Section 8.03. Survival of Representations and Warranties. All statements of or on behalf of the Authority contained in any Related Document or in any certificate, financial statement or other instrument delivered by or on behalf of the Authority pursuant to or in connection with this Agreement (including but not limited to any such statement made in or in connection with any amendment hereto or thereto) shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement (i) shall be made and shall be true at and as of the date of this Agreement, the Effective Date and the date of issuance of the Bonds (except with respect to representations or warranties (including, without limitation, Sections 5.05, 5.07 and 5.08 hereof) which specifically refer to an earlier date, which shall be true as of such earlier date) and (ii) shall survive the execution and delivery of this Agreement regardless of any investigation made by the Purchaser or on its behalf.

Section 8.04. Expenses. In addition to any other amounts payable by the Authority under this Agreement or the Related Documents, the Authority agrees to pay:

(a) on the Effective Date, fees and expenses of counsel for the Purchaser (capped at █████ plus disbursements) in connection this Agreement and the Related Documents and any other documents that may be delivered in connection with any of the foregoing;

(b) as provided in the last paragraph of this Section 8.04, all costs and expenses of the Purchaser (including reasonable counsel fees and expenses) in connection with (i) the filing, recording, administration, transfer, amendment, maintenance, renewal, waiver or cancellation of this Agreement or any other document that the Purchaser or its counsel reasonably determines that it must review in connection with this Agreement, (ii) any payment by the Purchaser under the Related Documents or (iii) any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing, recording and issuance, as applicable, of this Agreement or the other

Related Documents, and any other documents which may be delivered in connection with this Agreement and/or the Related Documents; and

(c) all costs and expenses of the Purchaser for (i) any and all amounts that the Purchaser has paid relative to the Purchaser's curing of any Event of Default under this Agreement or any default under any of the Related Documents, (ii) the enforcement of this Agreement or any other Related Document or (iii) any action or proceeding relating to a court order, injunction or other process or decree restraining or seeking to restrain the Purchaser from paying any amount under the Related Documents.

The Purchaser shall give written notice to the Authority of any amounts as to which the Purchaser is entitled to payment or reimbursement under this Section 8.04 or under Section 2.01 hereof (which notice may include amounts that have either been paid by the Purchaser or have been billed to the Purchaser and are due and payable not later than 30 days after the delivery of such notice). The Authority shall pay such amounts to the Purchaser, together with interest at the Purchaser Rate on such amounts, which interest shall begin to accrue 60 days after delivery of such written notice to the Authority, promptly after receipt of such notice, to the extent funds are available for payment of such amounts in any accounts under the Resolution in accordance with the terms of the Resolution. The Authority agrees that, promptly upon receipt of notice from the Purchaser of amounts payable under this Section 8.04 or under Section 2.01 hereof, it will authorize the Trustee to pay to the Purchaser, in accordance with the terms of the Resolution, any funds available under the Resolution to make such payments.

Section 8.05. Notices. All notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written (including telecopier or similar writing) form and shall be given to the party to which sent, addressed to it at its address or telephone or telecopier number set forth below or such other address or telephone or telecopier number as such party may hereafter specify for the purpose by notice to the other parties set forth below specifically captioned "Notice of Change of Address pursuant to Section 8.05 of the Continuing Covenant Agreement," *provided* that any communication to the Trustee hereunder via telephone shall be promptly confirmed in writing. Each such notice, request or communication shall be effective (i) if given by telephone, telecopier or other electronic means, when such communication is transmitted to the address or number specified below and any appropriate answer back is received, *provided* that any communication to the Purchaser hereunder via telephone or telecopier shall be confirmed by delivery to the Purchaser of a hard copy of such communication not later than two Business Days after such communication by telecopier, (ii) if given by mail, three Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, and (iii) if given by any other means (including e-mail), when delivered at the address specified below:

If to the Authority:

Metropolitan Transportation Authority

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to the Purchaser:

Bank of America, N.A.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

with a copy to:

Bank of America, N.A.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

if to the Trustee:

The Bank of New York Mellon

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Notwithstanding anything to the contrary contained in this Agreement, no notice given hereunder by the Purchaser to the Trustee shall be binding on the Trustee unless and until received by the Trustee.

Section 8.06. Continuing Obligation. The obligations of the Authority under this Agreement, the Bonds and the Related Documents shall continue until the date on which all amounts due and owing to the Purchaser under this Agreement, the Bonds and the Related Documents have been paid in full.

Section 8.07. Pledge and Agreement of the State. Section 1271 of the Act authorizes the Authority to include, and the Authority hereby agrees to include, in each Bond, the pledge and agreement of the State that the State will not limit or alter the rights vested in the Authority pursuant to the Act to fulfill the terms of this Agreement, the Bonds or the Resolution or in any way impair the rights and remedies of the Purchaser or any other Bondholder until all amounts payable under the Bonds and under this Agreement and all costs and expenses in connection with any action or proceeding by or on behalf of the Purchaser and any other Bondholder are fully met and discharged.

Section 8.08. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Authority, its successors, transferees and assigns and shall inure to the benefit of the Bondholders and their respective permitted successors, transferees and assigns. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Bank of America, N.A., shall be the Purchaser hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Purchaser hereunder by delivery of written notice to the Authority and the Trustee and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Purchaser from time to time. Upon acceptance and notification thereof to the Authority and the Trustee, the successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser, and Bank of America, N.A., or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder.

(b) *Sales and Transfers by Bondholder to a Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Purchaser or (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as

defined in Rule 144A promulgated under the 1933 Act, or “accredited investors” as defined in Rule 501 of Regulation D under the 1933 Act (each, a “*Purchaser Transferee*”). From and after the date of such sale or transfer, Bank of America, N.A. (and its successors), shall continue to have all of the rights of the Purchaser hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Purchaser hereunder, (B) the Authority and the Trustee shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the Authority.

(c) *Sales and Transfers by Bondholder to a Non-Purchaser Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Purchaser Transferees but each of which constitutes a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or an “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (each a “*Non-Purchaser Transferee*”) all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Purchaser Transferee, together with addresses and related information with respect to the Non-Purchaser Transferee, shall have been given to the Authority, the Trustee and the Purchaser (if different than the Bondholder) by such selling Bondholder and Non-Purchaser Transferee, and (B) the Non-Purchaser Transferee shall have delivered to the Authority, the Trustee and the selling Bondholder, an investment letter in substantially the form attached to the Certificate of Determination (the “*Investor Letter*”).

From and after the date the Authority, the Trustee and the selling Bondholder have received written notice and an executed Investor Letter, (A) the Non-Purchaser Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Purchaser Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Purchaser Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* Each Bondholder shall have the right to grant participations in all or a portion of such Bondholder’s interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however*, that (i) no such participation by any such participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Authority and the Trustee shall be required to deal only with the Purchaser, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the Authority. The Authority agrees that each participant shall be entitled to the benefits of Sections 2.02, 2.03 and 8.11 hereof to the same extent as if it were a Bondholder hereunder; *provided, however*, that a participant shall not be entitled to receive any greater payment under Section 2.02 and Section 2.03 than such Bondholder would have been entitled to receive with respect to the participation sold to

such participant, unless the sale of the participation to such participant is made with the Authority's prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Purchaser set forth above, the Purchaser may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Bonds, this Agreement and/or the Related Documents to secure obligations of the Purchaser or an Affiliate of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

Section 8.09. Satisfaction Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to the Purchaser, the determination of such satisfaction shall be made by the Purchaser in its sole and exclusive judgment exercised in good faith.

Section 8.10. Limited Liability of the Purchaser. The Authority assumes all risks of the acts or omissions of the Trustee with respect to the Bonds. Neither the Purchaser nor any of its officers or directors shall be liable or responsible for: (a) the use which may be made of this Agreement or any act of omission of the Trustee or any beneficiary in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents or endorsements should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; or (c) any other circumstances whatsoever in making or failing to make payment under this Agreement, except only that the Authority shall have a claim against the Purchaser, and Purchaser shall be liable to the Authority, to the extent, but only to the extent, of any direct, as opposed to consequential, damages suffered by the Authority which are determined by a court of competent jurisdiction to have been caused by the Purchaser's willful misconduct or gross negligence in determining whether documents presented under this Agreement comply with the terms thereof. In furtherance and not in limitation of the foregoing, the Purchaser may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary. The provisions of this Section 8.10 do not govern the relationship of the Authority with any Person other than the Purchaser.

Section 8.11. Indemnification. To the extent permitted by law, the Authority hereby indemnifies and holds harmless the Purchaser and its officers, directors, employees and agents (each, an "*Indemnified Party*") from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which any Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person whatsoever) by reason of or in connection with the execution and delivery or transfer of, or payment or failure to pay under, this Agreement or any other aspects of the transactions contemplated hereby or by the other Related Documents; *provided* that the Authority shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnified Party. Nothing in this Section 8.11 is intended to limit the Authority's obligations contained herein, and the obligations of the Authority

under this Section 8.11 shall be in addition to any and all obligations of the Authority pursuant hereto or in law or equity, including obligations of reimbursement, indemnification or subrogation.

Section 8.12. Obligations Absolute. The obligations of the Authority under this Agreement, the Bonds and the Related Documents shall be absolute, unconditional and irrevocable under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Authority may have or have had against the Purchaser, including, without limitation, (i) any defense based on the failure of any demand for payment by the Trustee to conform to the terms of this Agreement or (ii) any failure of the Trustee to receive all or any part of the proceeds of this Agreement, and irrespective of the legality, validity, regularity or enforceability of this Agreement, and notwithstanding any termination of this Agreement.

Section 8.13. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights and duties of the parties hereto shall be governed by, the law of the State of New York.

Section 8.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

Section 8.15. Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

Section 8.16. Service of Process and Jurisdiction. Each of the parties hereto (i) hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York (without prejudice to the right of any party to remove to the United States District Courts for the Southern and Eastern Districts of New York) and to the nonexclusive jurisdiction of the United States District Courts for the Southern and Eastern Districts of New York, for the purposes of any suit, action or other proceeding brought by the parties hereto or their successors or assigns arising out of this Agreement, the other Related Documents or the subject matter hereof or thereof or any of the transactions contemplated hereby or thereby, (ii) hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by Applicable Law, in such Federal court and (iii) to the extent permitted by Applicable Law, hereby irrevocably waives, and agrees not to assert, by the way of motion, as a defense or otherwise, in any such suit, action or proceeding any claim that it is not personally subject to the jurisdiction of the above named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, the other Related Documents, or the subject matter hereof or thereof may not

be enforced in or by such court. A final judgment obtained in respect of any action, suit or proceeding referred to in this Section shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner as provided by Applicable Law. Each of the parties hereto hereby consents to service of process by registered mail, Express Mail, DHL or similar courier (including United Parcel Service) at the address to which notices to it are to be given, it being agreed that service in such manner shall constitute valid service upon such party or its respective successors or assigns in connection with any such action or proceeding only; *provided, however*, that nothing in this Section shall affect the right of any of such parties or its respective successors or assigns to serve legal process in any other manner permitted by Applicable Law or affect the right of any of such parties or its respective successors or assigns to bring any action or proceeding against any other one of such parties or its respective property in the courts of other jurisdictions.

Section 8.17. Entire Agreement. This Agreement and the Related Documents constitute the entire agreement between the parties hereto with respect to the subject matter addressed herein and supersede all prior agreements, whether written or oral between such parties regarding such subject matter.

Section 8.18. Waiver of Jury Trial. To the fullest extent permitted by law, the Authority and the Purchaser hereby waive their respective rights to a trial by jury for any claim or cause of action based upon or arising out of or related to this Agreement, the Related Documents, any other document delivered in connection herewith (including the other Related Documents) or the transactions contemplated hereby or in any action, proceeding or other litigation of any type brought by any of the parties against any other party or any Purchaser related person, participant or assignee, whether with respect to contract claims, tort claims, or otherwise. The Authority and the Purchaser hereby agree that any such claim or cause of action shall be tried by a court trial without jury. Without limiting the foregoing, the parties further agree that their respective right to a trial by jury is waived by operation of this Section 8.18 as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or any other document delivered in connection herewith or any provision hereof or thereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement and any other documents delivered in connection therewith.

Section 8.19. Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the Authority and the Purchaser and their respective successors and assigns, except that the Authority may not transfer or assign any or all of its rights or obligations hereunder or under the Related Documents without the prior written consent of the Purchaser.

Section 8.20. No Waiver or Delay. No failure or delay on the part of the Purchaser in exercising any right, power or privilege under this Agreement or the Related Documents and no course of dealing between the Authority and the Purchaser shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any other right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No notice to or demand on the Authority in any case shall entitle the Authority to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Purchaser to any other or further action in any circumstances without notice or demand.

Section 8.21. Headings. The table of contents and the section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 8.22. Government Regulations. (i) The Purchaser hereby notifies the Authority that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as such act may hereafter be amended, the “Patriot Act”), it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Purchaser to identify the Authority in accordance with the Patriot Act. The Authority shall furnish, promptly following a request by the Purchaser, provide all documentation and other information that the Bank reasonably requests in order to comply with its ongoing obligations under applicable law or regulation, including, without limitation, “know your customer” and anti-money laundering rules and regulations (including the Patriot Act), and shall use its best efforts to comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

(ii) The Authority shall (a) ensure that no Person who owns a controlling interest in or otherwise controls the Authority is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control (“OFAC”) or the Department of the Treasury or included in any Executive Order that prohibits or limits the Purchaser from making any advance or extension of credit to the Authority or from otherwise conducting business with the Authority and (b) ensure that the proceeds of any advance or extension of credit shall not be used to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto.

Section 8.23. Assignment to Federal Reserve Bank. The Purchaser may assign and pledge all or any portion of the Bonds and any other obligations owing to it hereunder or under the Related Documents to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank; *provided* that any payment in respect of such assigned Bonds or any other obligations made by the Authority to the Purchaser in accordance with the terms of this Agreement shall satisfy the Authority’s obligations hereunder in respect of such assigned obligation to the extent of such payment. No such assignment shall release the Purchaser from its obligations hereunder.

Section 8.24. Redaction. In the event the Authority delivers or permits, authorizes or consents to the delivery of this Agreement (including, without limitation, any amendments hereto) to any other Person for delivery to the Municipal Securities Rulemaking Board pursuant to Rule G-34 (“CUSIP Numbers, New Issue, and Market Information Requirements”), the Authority shall cooperate with the Purchaser to provide for the redaction of information permitted to be redacted under Rule G-34.

Section 8.25. Arm’s-Length Transaction. The transaction described in this Agreement is an arm’s-length, commercial transaction between the Authority and the Purchaser in which: (i) the Purchaser is acting solely as a principal (*i.e.*, as a lender) and for its own interest; (ii) the Purchaser

is not acting as a municipal advisor (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended) or financial advisor to the Authority with respect to the transactions contemplated hereby; (iii) the Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser or any of its Affiliates has provided other services or is currently providing other services to the Authority on other matters); (iv) the only obligations the Purchaser has to the Authority with respect to this transaction are set forth in this Agreement and the other Related Documents; and (v) the Purchaser is not recommending that the Authority take an action with respect to the transaction described in this Agreement and the other Related Documents, and before taking any action with respect to this transaction, the Authority has discussed the information contained herein with the Authority's own legal, accounting, tax, financial and other advisors, as the Authority deems appropriate.

Section 8.26. Electronic Execution of Certain Documents. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in any Related Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Purchaser, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Purchaser is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Purchaser pursuant to procedures approved by it; *provided further* without limiting the foregoing, upon the request of the Purchaser, any electronic signature shall be promptly followed by such manually executed counterpart.

Section 8.27. Payments Set Aside. To the extent that any payment by or on behalf of the Authority is made to a Bondholder, or such Bondholder exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the such Bondholder in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 8.28. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of the Bonds or this Agreement (and any interest and obligation in or under the Bonds or this Agreement and any property securing the Bonds or this Agreement) from

such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to the Bonds or this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “*affiliate*” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “*covered entity*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “*covered bank*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “*covered FSI*” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the

Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

METROPOLITAN TRANSPORTATION AUTHORITY



BANK OF AMERICA, N.A.



[Signature Page to Bank of America-MTA TRB 2020B-2 Continuing Covenant Agreement]

EXHIBIT A

FORM OF REQUEST FOR CONVERSION OF TERM RATE MODE

[Date]

Bank of America, N.A., as Purchaser

[REDACTED]
[REDACTED]
[REDACTED]

and

Bank of America, N.A., as Purchaser

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

\$87,660,000

Metropolitan Transportation Authority
Transportation Revenue Refunding Bonds,
Subseries 2020B-2

Ladies and Gentlemen:

Reference is hereby made to that Certificate of Determination Relating to Metropolitan Transportation Authority Transportation Revenue Refunding Bonds, Series 2020B, dated as of March 27, 2020 (the "*Certificate of Determination*"), adopted by the Metropolitan Transportation Authority (the "*Authority*") and the Continuing Covenant Agreement dated as of March 1, 2020 (the "*Continuing Covenant Agreement*") between the Authority and Bank of America, N.A., as Purchaser (the "*Purchaser*"). All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Certificate of Determination.

The Authority hereby requests, pursuant to Section 3.07 of the Continuing Covenant Agreement, a conversion of the interest rate mode of the Bonds to a new Subseries 2020B-2 Term Rate on **[Insert Date of Proposed Conversion]** (the "*Conversion Date*"). The Authority further requests that the **[Subseries 2020B-2 Mandatory Tender Date]** for the Bonds be extended to **[Insert Proposed Subseries 2020B-2 Mandatory Tender Date]** (the "*Extended Subseries 2020B-2 Mandatory Tender Date*"). The Bonds shall bear interest at the Subseries 2020B-2 Term Rate from the Conversion Date to the Extended Subseries 2020B-2 Mandatory Tender Date and the Bonds shall be subject to mandatory purchase at the Purchase Price thereof on such date as provided in the Certificate of Determination.

In connection with such request, the Authority hereby represents and warrants that:

(a) no Event of Default has occurred and is continuing under the Continuing Covenant Agreement;

(b) all representations and warranties of the Authority in the Continuing Covenant Agreement are true and correct and are deemed to be made on the date hereof.

We have enclosed along with this request the following information:

1. The outstanding principal amount of the Bonds;
2. The nature of any and all Events of Default; and
3. Any other pertinent information previously requested by the Purchaser.

Please advise if the foregoing terms are acceptable.

Very truly yours,

METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____