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

FORM OF PRELIMINARY OFFICIAL STATEMENT DATED _____, 202_[†]

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

[In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the [202_ Series ____ Bonds] is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the [202_ Series ____ Bonds] is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the [202_ Series ____ Bonds] included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the [202_ Series ____ Bonds]. See "TAX MATTERS."][TO BE UPDATED FOR TAXABLE TRANSACTIONS]

$_____[*]
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SECOND SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[GREEN BONDS – CLIMATE BOND CERTIFIED]
[(FEDERALLY TAXABLE)][†]

$_____[*]
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SECOND SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[GREEN BONDS – CLIMATE BOND CERTIFIED)]
[(FEDERALLY TAXABLE)][†]

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

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

The Bay Area Toll Authority (the "Authority") will issue its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___ [Variable Rate Bonds][Fixed Rate Bonds][(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds")]") pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")]. [The Authority will also issue its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds] [(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds"] and, together with the 202_ Series ___ Bonds, the "[the "202_ Series ___ Bonds")]) pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")]. [The 202_ Series ___ Bonds are being issued in connection with the exchange of certain 20__ Series ___ Bonds as described herein.]

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

[*] This Form of Preliminary Official Statement is not final and remains subject to ongoing review and update at the time of each BATA bond offering, including, without limitation updates of current financial and operating data and discussion of ongoing bridge projects and related matters. All financial and operating data of the Authority in this Form of Preliminary Official Statement is prepared based on audited financial data for the Fiscal Year Ended June 30, 2025. The Authority has authorized updates to the Preliminary Official Statement necessary to provide material, accurate and complete disclosure to investors in connection with the issuance of Bonds under the terms of the Resolution.

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The [202_ Series ____ Bonds] will be dated their date of delivery. The principal amounts, interest rates or interest determination methods, maturity dates, and other information relating to each series of the [202_ Series ___ Bonds are summarized in the SUMMARY OF OFFERING following this cover page. Investors may purchase the [202_ Series ____ Bonds] in book-entry form only. The Depository Trust Company ("DTC") will act as securities depository for the [202_ Series ____ Bonds].

[Concurrently with the issuance of the [202_ Series ____ Bonds], the Authority intends to issue its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds] [(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds")]") pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")], and its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds] [(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds")]") pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")], as described further herein. The sale of the [202_ Series ____ Bonds] is not contingent on the sale or delivery of such [202_ Series ___ Bonds.]]

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

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

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

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

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

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

[The Authority will provide its own liquidity in connection with mandatory and optional tenders and remarketing of [202_ Series ___ Bonds]. The Authority does not plan to provide any third-party liquidity facility to support these obligations]

The Authority is not obligated to pay any [202_ Series ____ Bonds] except from Revenue as defined and provided in the Senior Indenture. [The Authority is not obligated to pay any [202_ Series ____ Bonds] except from Revenue as defined and provided in the Second Subordinate Indenture.] The [202_ Series ____ Bonds] are special obligations of the Authority and do not constitute an obligation of the State of California (the "State"), the Metropolitan Transportation Commission or of any other political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any other political subdivision of the State or of any other entity, including the Authority.

The [202_ Series ____ Bonds] are offered when, as and if issued by the Authority and received by the Underwriters, subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, and other conditions. Certain legal matters will be passed upon for the Authority by its general counsel, and by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the Authority, and for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth LLP. The Authority expects that the [202_ Series ____ Bonds] will be available for delivery through DTC on or about [_____, 2026].

[UNDERWRITERS]

[DATE, 2026.]

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SUMMARY OF OFFERING

$[_____]*
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE [REFUNDING] BONDS
[202_ Series ____ Bonds] (Variable Rate Bonds) [(GREEN BONDS – CLIMATE BOND CERTIFIED)][(FEDERALLY TAXABLE)]

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

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§§ Preliminary, subject to change.

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

‡ The [20__ Series Bonds] are subject to mandatory tender and remarketing on the day following the last day of the Interest Rate Period.

§ CUSIP information herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

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

SUMMARY OF OFFERING
(Continued)

$_____*
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SECOND SUBORDINATE] TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[(GREEN BONDS – CLIMATE BOND CERTIFIED)] [(FEDERALLY TAXABLE)]

Maturity Date (April 1)	Principal Amount	Interest Rate	Price	CUSIP Number†
	$	%	%	**072024___**

[$_____ 202_ Series ___Term Bond due April 1, 20__ — Interest Rate: __%;
Price: __% — CUSIP†: 072024_
$_____ 202_ Series ___Term Bond due April 1, 20__ — Interest Rate: __%;
Price: __% — CUSIP†: 072024_]

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

[INSERT MAP OF BATA BRIDGES]

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BAY AREA TOLL AUTHORITY
MTC COMMISSIONERS AND AUTHORITY MEMBERS

[*SUBJECT TO UPDATE*]

Voting Members

Cities of Contra Costa County
Marin County and Cities
Santa Clara County
San Francisco Bay Conservation and Development Commission
Contra Costa County
Cities of Alameda County
Cities of Santa Clara County
San Mateo County
Sonoma County and Cities
San Francisco Mayor's Appointee
San Jose Mayor's Appointee
Napa County and Cities
Solano County and Cities
City and County of San Francisco
Alameda County
Cities of San Mateo County
Association of Bay Area Governments
Oakland Mayor's Appointee

Non-Voting Members

California State Transportation Agency
U.S. Department of Transportation
U.S. Department of Housing and Urban Development

****

ANDREW B. FREMIER, Executive Director
ALIX BOCKELMAN, Chief Deputy Executive Director

DEREK HANSEL, Chief Financial Officer
KATHLEEN KANE, General Counsel

SENIOR INDENTURE TRUSTEE & SECOND SUBORDINATE INDENTURE TRUSTEE
U.S. Bank Trust Company, National Association
San Francisco, California

BOND AND DISCLOSURE COUNSEL
Orrick, Herrington & Sutcliffe LLP
San Francisco, California

MUNICIPAL ADVISOR
Montague DeRose and Associates, L.L.C.
Westlake Village, California

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IMPORTANT NOTICES

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the [202_ Series ____ Bonds] by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. The information set forth herein has been provided by the Authority and other sources that are believed by the Authority to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Audited financial information relating to the Authority for the Fiscal Year ended June 30, 20[__] is posted on the Municipal Security Rulemaking Board's Electronic Municipal Market Access ("EMMA") website and is explicitly incorporated into this Official Statement. See APPENDIX A — "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Financial Statements." Excepting only the incorporation by reference of the audited financial information for the Fiscal Year ended June 30, 20[__] posted to EMMA as set forth in APPENDIX A – "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Financial Statements," any references to internet websites contained in this Official Statement are shown for reference and convenience only; the information contained in such websites is not incorporated herein by reference and does not constitute a part of this Official Statement.

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

This Official Statement is not to be construed as a contract with the purchasers of the [202_ Series ____ Bonds].

This Official Statement speaks only as of its date. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made in conjunction herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or other matters described herein since the respective dates hereof. This Official Statement is submitted with respect to the sale of the [202_ Series ____ Bonds] referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the Authority. Preparation of this Official Statement and its distribution have been duly authorized and approved by the Authority.

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

Purchasers of the [202_ Series ____ Bonds] will be deemed to have consented to certain amendments to the Senior Indenture. See "INDENTURE MATTERS – Proposed Amendments to

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Senior Indenture" and APPENDIX I — "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" herein.

The Underwriters may offer and sell the [202_ Series ____ Bonds] to dealers, institutional investors and others at prices lower or yields higher than the public offering prices or yields stated in the SUMMARY OF OFFERING and such public offering prices may be changed from time to time by the Underwriters.

The [202_ Series ____ Bonds] have been designated as "Green Bonds – Climate Bond Certified." Kestrel provided an independent external review and opinion that the Authority's Programmatic Green Bond Framework conforms with the Climate Bonds Standard (Version 4.0), and therefore, the [202_ Series ____ Bonds] qualify for Climate Bonds designation. See "SUMMARY OF FINANCING PLAN – Designation of [202_ Series ____ Bonds] as Green Bonds – Climate Bond Certified" herein for more information.

The information set forth herein concerning the designation of the [202_ Series ____ Bonds] as "Green Bonds – Climate Bond Certified" has been furnished by the Authority and by other sources that are believed to be reliable. No assurance is or can be given to investors that any uses of the [202_ Series ____ Bonds] will meet investor expectations regarding such "green" or other equivalently-labeled performance objectives or that any adverse environmental and/or other impacts will not occur during the construction or operation of projects to be financed with the proceeds of the [202_ Series ____ Bonds].

202_ SERIES ___ BONDS NOT REGISTERED

The [202_ Series ____ Bonds] will not be registered under the Securities Act of 1933, as amended, or any state securities laws in reliance upon exemptions contained in such laws. The [202_ Series ____ Bonds] will not have been recommended by the Securities and Exchange Commission or any other federal or state securities commission or regulatory authority, and no such commission or regulatory authority will have reviewed or passed upon the accuracy or adequacy of this Official Statement. The registration or qualification of the [202_ Series ____ Bonds] in accordance with the applicable provisions of securities laws of any jurisdiction in which the [202_ Series ____ Bonds] may have been registered or qualified and the exemption therefrom in other jurisdictions cannot be regarded as a recommendation thereof by any such jurisdiction. Any representation to the contrary may be a criminal offense.

No action has been taken by the Authority that would permit a public offering of the [202_ Series ____ Bonds] or possession or distribution of this Official Statement or any other offering material in any foreign jurisdiction where action for that purpose is required. Accordingly, each of the Underwriters has agreed that it will comply with all applicable laws and regulations in force in any foreign jurisdiction in which it purchases, offers or sells the [202_ Series ____ Bonds] or possesses or distributes this Official Statement or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the [202_ Series ____ Bonds] under the laws and regulations in force in any foreign jurisdiction to which it is subject or in which it makes such purchases, offers or sales and the Authority shall have no responsibility therefor.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Some statements contained in this Official Statement reflect not historical facts but forecasts and "forward-looking statements." In this respect, the words "estimate," "project," "anticipate," "expect," "intend," "believe," "plan," "budget," and similar expressions are intended to identify forward-looking statements. Projections, forecasts, pro formas, assumptions, expressions of opinions, estimates and other

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forward-looking statements are not to be construed as representations of fact and are qualified in their entirety by the cautionary statements set forth in this Official Statement.

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

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[INFORMATION CONCERNING OFFERING RESTRICTIONS IN CERTAIN JURISDICTIONS OUTSIDE THE UNITED STATES

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

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[TO BE UPDATED PER TRANSACTION]

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$[_____]*
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SECOND SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[(GREEN BONDS – CLIMATE BOND CERTIFIED)]
[(FEDERALLY TAXABLE)]

$[_____]*
BAY AREA TOLL AUTHORITY
SAN FRANCISCO BAY AREA [SECOND SUBORDINATE]
TOLL BRIDGE REVENUE [REFUNDING] BONDS
202_ SERIES __
[VARIABLE RATE BONDS][FIXED RATE BONDS]
[(GREEN BONDS – CLIMATE BOND CERTIFIED)]
[(FEDERALLY TAXABLE)]

INTRODUCTION AND PURPOSE OF THE [202_ SERIES ____ BONDS]

This Official Statement provides information concerning the issuance and sale by the Bay Area Toll Authority (the "Authority") of its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds")]") pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")]." **[**The Authority will also issue its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds")], and together with the 202_ Series ___ Bonds, the "[the "202_ Series ___ Bonds")]) pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")]. Investors must review the entire Official Statement to make an informed investment decision concerning the [202_ Series ____ Bonds].

[Concurrently with the issuance of the [202_ Series ____ Bonds], the Authority intends to issue its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds")]") pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")], and its San Francisco Bay Area [Second Subordinate] Toll Bridge Revenue [Refunding] Bonds, 202_ Series ___[Variable Rate Bonds][Fixed Rate Bonds][(Green Bonds – Climate Bond Certified)][(Federally Taxable)] (the "[the "202_ Series ___ Bonds]") pursuant to the [Master Indenture, dated as of May 1, 2001, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as

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

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of [_____] 1, 202_ (collectively, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee][Second Subordinate Master Indenture, dated as of March 1, 2025, as supplemented and amended, including as supplemented by the _____ Supplemental Indenture, dated as of _____ 1, 20__ (collectively, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee")], as described further herein. The sale of the [202_ Series ____ Bonds] is not contingent on the sale or delivery of such [202_ Series ___ Bonds.]]

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

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

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

[Self Liquidity/Liquidity Facilitiy Not Required for 202_ Series ___Bonds]

By their purchase of the [202_ Series ____ Bonds], the purchasers of the [202_ Series ____ Bonds] will be deemed to consent to certain amendments to the Senior Indenture (the "Proposed Amendments") as shown in APPENDIX I — "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" and authorize the Senior Indenture Trustee to take all actions necessary to evidence or effect such consent.

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The Proposed Amendments will become effective in the manner described under "INDENTURE MATTERS – Proposed Amendments to Senior Indenture."

INDENTURE MATTERS

Proposed Amendments to Senior Indenture

By their purchase of the [202_ Series ____ Bonds], the purchasers of the [202_ Series ____ Bonds] will be deemed to consent to the Proposed Amendments. The Proposed Amendments include, among other amendments, changes to how Operations & Maintenance Expenses, Annual Debt Service and the Reserve Requirement are calculated, how the Reserve Fund is funded, and what investments constitute Permitted Investments. See APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" for a more detailed description of the Proposed Amendments and definitions of certain terms used herein.

The Proposed Amendments will become effective only upon the satisfaction of certain conditions, including receipt by the Authority of the consent of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Senior Bonds affected, and the final approval of such amendments by the governing board of the Authority. The Authority is planning to effectuate these consents through a "springing consent" process, which means that the Authority will require the holders of each new Series of Senior Bonds, including the [202_ Series ____ Bonds], to consent to the Proposed Amendments. The Proposed Amendments include several amendments for which the Authority began obtaining Holder consent in 2023, and which are contained under the Article entitled "FIRST AMENDMENTS OF CERTAIN SECTIONS OF THE MASTER INDENTURE" within APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" (collectively, the "First Amendments"), and certain amendments for which the Authority began obtaining Holder consent in February 2024, and which are contained under the Article entitled "SECOND AMENDMENTS OF CERTAIN SECTIONS OF THE MASTER INDENTURE" within APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" (collectively, the "Second Amendments"). After giving effect to the issuance of the [202_ Series ____ Bonds] as contemplated in "SUMMARY OF FINANCING PLAN" herein, the Authority expects that it would have the consent to the First Amendments of approximately _____% and consent to the Second Amendments of approximately _____% [UPDATE BEFORE POS POSTS] of the then-outstanding Senior Bonds. The Proposed Amendments will not be effective until other applicable required consents are received and other conditions are met, as described above.

By the purchase and acceptance of the [202_ Series ____ Bonds], the Bondholders and Beneficial Owners of the [202_ Series ____ Bonds] will be deemed to have consented to the Proposed Amendments to the Senior Indenture by their purchase of the [202_ Series ____ Bonds]. After delivery of the [202_ Series ____ Bonds], the Authority will not be requesting separate written consent from the purchasers of the [202_ Series ____ Bonds] for the Proposed Amendments prior to adoption of the Proposed Amendments.

Creation of Second Subordinate Lien; Closing of Subordinate Lien

In March 2025, the Authority executed the Second Subordinate Indenture, creating a new second subordinate lien within its existing bond program. The Second Subordinate Indenture provides that Second Subordinate Obligations (as defined herein)[, including the [202_ Series ____ Bonds],] are payable from and secured by a subordinate pledge of the Revenue and other amounts pledged to the Senior Obligations and the Subordinate Obligations (each as defined herein). In addition, Second Subordinate Obligations are payable from and secured by interest earnings on fund balances held under the Second Subordinate Indenture and all amounts (including the proceeds of Second Subordinate Bonds) held by the Second Subordinate Indenture Trustee (except amounts on deposit to be used to make rebate payments to the federal

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government and amounts on deposit to be used to provide liquidity support for variable rate demand Second Subordinate Bonds). See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Second Subordinate Indenture" below.

The Authority covenanted under the Second Subordinate Indenture that it will not issue or incur additional Subordinate Obligations under the Subordinate Indenture, dated as of June 1, 2010, as supplemented and amended (the "Subordinate Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Subordinate Indenture Trustee"). Following the repayment of all outstanding Subordinate Bonds (as defined herein) and the discharge of the Subordinate Indenture, all Second Subordinate Bonds and Second Subordinate Parity Obligations (each as defined herein) will be secured by a pledge and lien on parity with the pledge and lien made to secure the payment of the principal of and interest on amounts due on all other Subordinate Obligations. Thereafter, no additional obligations that are both secured by a pledge and lien (i) senior to the Second Subordinate Bonds and Second Subordinate Parity Obligations, and (ii) subordinate to the Senior Bonds and Senior Obligations (each as defined herein), may be issued. See APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE – The Second Subordinate Indenture – Additional Second Subordinate Bonds – *Subordinate Obligations*."

THE BAY AREA TOLL AUTHORITY

The Authority administers toll revenue collections and finances improvements for seven state-owned toll bridges in the San Francisco Bay Area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge and the San Mateo-Hayward Bridge (each, a "Bridge" and collectively, the "Bridge System"). Principal of and interest and mandatory sinking fund payments on the [202_ Series ____ Bonds] are payable from Revenue (as defined and provided in the Senior Indenture (defined below)) pursuant to the Senior Indenture, as summarized herein. Principal of and interest and mandatory sinking fund payments on the [202_ Series ____ Bonds] are payable from Revenue (as defined and provided in the Second Subordinate Indenture (defined below)) pursuant to the Second Subordinate Indenture, as summarized herein.

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

SUMMARY OF FINANCING PLAN

[Tender and Purchase

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

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

Targeted Bonds/Potential Refunded Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Redemption Date	Redemption Price

[ADDITIONAL TENDER/EXCHANGE INFORMATION TO COME]]

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

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

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

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

Refunded Bonds
Bay Area Toll Authority
San Francisco Bay Area Toll Bridge Revenue Bonds
[20__ Series __]

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

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

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

Estimated Sources and Uses of Funds

The following are the estimated sources and uses of funds with respect to the [202_ Series ____ Bonds]:

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

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

Additional Bonds Test

† CUSIP information herein is provided by CUSIP Global Services, operated on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP numbers are provided for convenience of reference only. Neither the Authority nor the Underwriters assume any responsibility for the accuracy of such numbers.

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[NEW MONEY SENIOR BONDS] [The Authority is issuing the [202_ Series ____ Bonds] as additional Senior Bonds under the Senior Indenture in part to finance or refinance toll bridge program capital improvements. This requires the Authority to certify that the ratio of Available Revenues to Maximum Annual Debt Service (defined in the Senior Indenture to include debt service on all Senior Obligations) following such issuance, based upon either an historical basis, using the most recent audited financial statements, or a projections basis, is at least 1.50:1. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – Additional Bonds Test" above. The projections are the responsibility of and are prepared by Authority management. In connection with the issuance of the [202_ Series ____ Bonds], the Authority will determine the date that Maximum Annual Debt Service is projected to occur, and reflect such date in its certifications required to be delivered in connection with the issuance of [202_ Series ____ Bonds] as additional Senior Bonds under the Senior Indenture. The Authority customarily revises its projections on an annual basis. For further discussion, see "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – Toll Rate Covenants."

[REFUNDING BONDS] [The Authority is issuing the [202_ Series ____ Bonds] and the [202_ Series ____ Bonds] as additional bonds for refunding purposes under the [Senior Indenture and the Second Subordinate Indenture, respectively]. The issuance of additional bonds for refunding purposes does not require any certification of debt service coverage.]

Anticipated Additional Issuances of the Authority

Under Resolution No. [___], adopted by the governing board of the Authority on January 28, 2026 (the "Resolution"), the Authority has authorized the issuance of not more than $[___] million of additional toll bridge revenue bonds through April 1, 2027 (the "New Money Authorization"), for the Authority's authorized projects and purposes, including the issuance of refunding bonds, termination of existing interest rate swaps and execution of new interest rate swaps, if determined to be in the best interest of the Authority. As of the date hereof, [the Authority has not issued any additional toll bridge revenue bonds pursuant to the Resolution]. The [202_ Series ____ Bonds] will constitute additional toll bridge revenue bonds, and will reduce the New Money Authorization by the aggregate principal amount of such [202_ Series ____ Bonds] issued for such purpose. The Authority continually evaluates its market conditions for financing opportunities, including any refunding, restructuring, remarketing and/or refinancing and issuance of toll bridge revenue bonds, including through open market purchases, tender offer, bond exchange, or through other means. The Authority's governing board may, at any point in time, authorize additional issuances of toll bridge revenue bonds.

Following the issuance of the [202_ Series ____ Bonds], the Authority may issue additional toll bridge revenue bonds as Senior Bonds or Second Subordinate Bonds (each as defined herein). The Authority has covenanted in the Second Subordinate Indenture not to issue or incur additional Subordinate Bonds under the Subordinate Indenture, including new money and refunding bonds. See "INDENTURE MATTERS – Creation of Second Subordinate Lien; Closing of Subordinate Lien" above.

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

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– Certain Provisions of the Senior Indenture – *Toll Rate Covenants*," "*—Additional Bonds Test*" and – Certain Provisions of the Second Subordinate Indenture – *Toll Rate Covenants*," "*—Additional Bonds Test*."

Investment Policies and Portfolio

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

[Designation of [202_ Series ____ Bonds] Bonds as Green Bonds – Climate Bond Certified

The following information has been provided by Kestrel. Neither the Authority nor the Underwriters make any representation regarding the accuracy or completeness thereof, or for the absence of material changes in such information subsequent to the date hereof.

Green Bonds Designation. The Authority is designating the [202_ Series ____ Bonds] as "Green Bonds – Climate Bond Certified." Holders of the [202_ Series ____ Bonds] do not assume any specific project risk and are not entitled to any security other than that described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" herein.

The information set forth below concerning (i) the Climate Bonds Initiative and the process for obtaining certification from the Climate Bonds Standard Board on behalf of the Climate Bonds Initiative, and (2) Kestrel in its role as a verifier with respect to the certification of the [202_ Series ____ Bonds] Bonds as Climate Bond Certified, all as more fully described below, has been extracted from materials provided by the Climate Bonds Initiative and Kestrel. Additional information can be found at www.climatebonds.net. The Climate Bonds Initiative website is included for reference only and the information contained therein is not incorporated by reference in this Official Statement.

The Authority applied to the Climate Bonds Initiative for designation of the [202_ Series ____ Bonds] as "Climate Bond Certified." The Climate Bonds Initiative is an independent not-for-profit organization that works solely on mobilizing the bond market for climate change solutions. The Climate Bonds Initiative has established a certification program that provides criteria for eligible projects to be considered a Certified Climate Bond. Rigorous scientific criteria ensure that financed activities are consistent with the 1.5 degrees Celsius warming target declared in the 2015 Paris Agreement which exists within the United Nations Framework Convention on Climate Change, to address greenhouse-gas-emissions mitigation, adaptation, and finance. The Climate Bonds Initiative certification program is used globally by bond issuers, governments, investors and the financial markets to prioritize investments which genuinely contribute to addressing climate change.

The Climate Bonds Standard and Sector Criteria include credible, science-based, widely supported guidelines about what should and should not be considered a qualifying climate-aligned investment to assist investors in making informed decisions about the environmental credentials of a bond. In order to receive the Climate Bonds certification, the Authority engaged Kestrel, a third-party Climate Bonds Initiative Approved Verifier, to provide verification to the Climate Bonds Standard Board that the Authority's Programmatic Green Bond Framework (the "Framework") and debt issued under the Framework meet the Climate Bonds Standard and relevant Sector Criteria. The Authority's Framework and Kestrel's Verifier's Report are available at https://bayareatollauthorityinvestorrelations.bondlink.com/bay-area-toll-authority-investor-relations-ca/i1032. The foregoing website is included for reference only and the information contained therein is not incorporated by reference in this Official Statement. Kestrel reviewed the Regional Measure 3 expenditure plan to identify projects that meet the Climate Bonds Standard and relevant Sector

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Criteria. Kestrel identified projects totaling $1.88 billion that qualify under the Sector Criteria as eligible projects.

As described in the Verifier's Report for the Framework, due to the complexity of the transit network in the Bay Area and tracking proceeds to individual uses, the Climate Bonds Initiative has agreed to certify a fixed issuance amount out of the total authorized Regional Measure 3 funds which represents the Climate-eligible projects. While the pooled funding makes tracking proceeds impractical, the inherent benefit of transit projects within the Regional Measure 3 expenditure plan and support of regional decarbonization targets in the Bay Area are aligned with the vision and underlying principles of the Climate Bonds Standard 4.0 and the 2015 Paris Agreement. After an analysis of the Regional Measure 3 expenditure plan, Kestrel determined there is a pool of eligible assets totaling $1.88 billion.

The Authority's Climate Bonds are certified based on a programmatic approach approved by the Climate Bonds Initiative. The Authority's Certified Climate Bonds are not tracked on a project specific basis, but conform with the programmatic certification approach. The Authority has engaged Kestrel to identify and verify which projects in the Regional Measure 3 expenditure plan are eligible for financing with Climate Bonds. The Authority will not issue an aggregate total par amount of Climate Bonds which exceeds the amount of eligible verified projects.

Kestrel reviewed and provided verification to the Climate Bonds Initiative, and the Climate Bonds Standard Board certified (i) the Authority's San Francisco Bay Area Toll Bridge Revenue Bonds, 2024 Series F-2 (Green Bonds – Climate Bond Certified) in the aggregate principal amount of $250,000,000 (the "2024 Series F-2 Bonds") as Climate Bonds on May 7, 2024, and (ii) the Authority's San Francisco Bay Area Toll Bridge Revenue Bonds, 2025 Series F-2 (Green Bonds – Climate Bond Certified) in the aggregate principal amount of $400,000,000 (the "2025 Series F-2 Bonds") as Climate Bonds on [_____]. The Authority issued its 2024 Series F-2 Bonds on June 26, 2024 and the 2025 Series F-2 Bonds on June 18, 2025. The [202_ Series ____ Bonds] will be the [_____] series of Climate Bonds issued by the Authority pursuant to the programmatic certification. As part of its programmatic certification, Kestrel will provide a Post-Issuance Report to the Climate Bonds Initiative as to whether the proceeds of the Authority's Bonds issued under the programmatic certification have been allocated properly.

Per the International Capital Market Association (the "ICMA"), Green Bonds are any type of bond instrument where the proceeds will be exclusively applied to finance or re-finance, in part or in full, new and/or existing eligible Green Projects and which are aligned with the four core components of the Green Bond Principles. The four core components are: 1. Use of Proceeds; 2. Process for Project Evaluation and Selection; 3. Management of Proceeds; and 4. Reporting.

Kestrel has also determined that the Project is in conformance with the four core components of the ICMA Green Bond Principles.

The terms "Climate Bond Certified" and "Green Bonds" are solely for identification purposes and are not intended to provide or imply that the owners of the [202_ Series ____ Bonds] are entitled to any security other than that described under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS."

The certification of the [202_ Series ____ Bonds] as Climate Bonds by the Climate Bonds Initiative is based solely on the Climate Bonds Standard and does not, and is not intended to, make any representation, warranty, undertaking, express or implied, or give any assurance with respect to any other matter relating to the [202_ Series ____ Bonds] or the Project, including but not limited to the Official Statement, the transaction documents, the Authority or the management of the Authority.

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The certification of the [202_ Series ____ Bonds] as Climate Bonds by the Climate Bonds Initiative was addressed solely to the Authority and is not a recommendation to any person to purchase, hold or sell the [202_ Series ____ Bonds] and such certification does not address the market price or suitability of the [202_ Series ____ Bonds] for a particular investor. Each potential purchaser of the [202_ Series ____ Bonds] should determine for itself the relevance of this certification. Any purchase of [202_ Series ____ Bonds] should be based upon such investigation that each potential purchaser deems necessary. The certification also does not address the merits of the decision by the Authority or any third party to participate in any nominated project and does not express and should not be deemed to be an expression of an opinion as to the Authority or any aspect of the Project (including but not limited to the financial viability of the Project) other than with respect to conformance with the Climate Bonds Standard.

In issuing or monitoring, as applicable, the certification, the Climate Bonds Initiative and Kestrel have assumed and relied upon and will assume and rely upon the accuracy and completeness in all material respects of the information supplied or otherwise made available to the Climate Bonds Initiative and Kestrel. The Climate Bonds Initiative does not assume or accept any responsibility or liability to any person for independently verifying (and it has not verified) such information or to undertake (and it has not undertaken) any independent evaluation of any nominated project or the Authority.

In addition, the Climate Bonds Initiative does not assume any obligation to conduct (and it has not conducted) any physical inspection of any nominated project. The certification may only be used with the [202_ Series ____ Bonds] and may not be used for any other purpose without the Climate Bonds Initiative's prior written consent.

The certification does not and is not in any way intended to address the likelihood of timely payment of interest when due on the [202_ Series ____ Bonds] and/or the payment of principal at maturity or any other date.

The certification may be withdrawn at any time in the Climate Bonds Initiative's sole and absolute discretion and there can be no assurance that such certification will not be withdrawn.

Approved Verifier for Third Party Verification of Climate Bond.

The Authority has engaged Kestrel to provide a Verification on the Framework's conformance with the Climate Bonds Standard Version 4.0. Kestrel has determined that the projects and activities to be financed in the Framework satisfy the Climate Bonds Standard Version 4.0. Accredited as an "Approved Verifier" by the Climate Bonds Initiative, Kestrel evaluates bonds against the Climate Bonds Standard and Sector Criteria in all sectors worldwide.]

DESCRIPTION OF THE [202_ SERIES ____ BONDS]

General

Chapters 4, 4.3 and 4.5 of Division 17 of the California Streets and Highways Code and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, as amended from time to time, the "Act") authorize the Authority to issue toll bridge revenue bonds, including the [202_ Series ____ Bonds], to finance and refinance the construction, improvement and equipping of the Bridge System and other transportation projects authorized by the Act, and the Authority is additionally authorized to issue refunding bonds pursuant to Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 et seq.) (the "Refunding Bond Law").

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The Authority will issue the [202_ Series ____ Bonds] in book-entry form only. The [202_ Series ____ Bonds] will be registered in the name of a nominee of The Depository Trust Company ("DTC"), which will act as securities depository for the [202_ Series ____ Bonds]. Beneficial Owners of the [202_ Series ____ Bonds] will not receive certificates representing their ownership interests in the [202_ Series ____ Bonds] purchased. The Authority will make payments of principal of and interest on the [202_ Series ____ Bonds] to DTC, and DTC is to distribute such payments to its Direct Participants. Disbursement of such payments to Beneficial Owners of the [202_ Series ____ Bonds] is the responsibility of DTC's Direct and Indirect Participants and not the Authority. See APPENDIX E – "BOOK-ENTRY ONLY SYSTEM."

The [202_ Series ____ Bonds] are special obligations of the Authority and do not constitute an obligation of the State of California (the "State"), the Metropolitan Transportation Commission or of any other political subdivision of the State other than the Authority, or a pledge of the full faith and credit of the State or of any other political subdivision of the State or of any other entity, including the Authority.

DESCRIPTION OF THE [202_ SERIES ___ SENIOR BONDS]

The Authority will issue the [202_ Series ____ Bonds] pursuant to the Master Indenture, dated as of May 1, 2001 (the "Master Senior Indenture"), as supplemented by the [_____] Supplemental Indenture, dated as of [_____ 1, 2026] (the "[_____] Supplemental Senior Indenture" and, together with the Master Senior Indenture, as previously supplemented and amended, the "Senior Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Senior Indenture Trustee").

The [202_ Series ____ Bonds] and any other bonds issued under the Senior Indenture are referred to in this Official Statement as the "Senior Bonds." The Authority's Senior Bonds, together with other obligations payable on a parity with the Senior Bonds, are referred to herein as the "Senior Obligations." See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" for a summary of certain terms of the Senior Bonds.

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

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

Upon issuance, the [202_ Series ____ Bonds] will bear interest from their delivery date at a/an [Daily/Weekly] Rate determined as described below under "—Interest Rate Determination Methods." /[[Index] [Term] Rate calculated [with reference to the [SIFMA Swap Index] (as defined below) and the Applicable Spread of [__.__]% for the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING], as described below. Interest on the [202_ Series ____ Bonds] while bearing interest at the [Index] [Term] Rate will be payable on [the first Business Day of each calendar month] during the [Index] [Term] Rate Period, and on the Interest Payment Date following the end of the [Index] [Term] Rate Period. The first Interest Payment Date for the [202_ Series ____ Bonds] is [_____, 20__]. Interest on the [202_ Series ____ Bonds] bearing interest at the [Index] [Term] Rate will be computed on the basis of a [365/366-day year and actual days elapsed]. Each [202_ Series ___ Bond] shall bear interest payable to the registered Owner thereof from the latest of: (i) its Issue Date; (ii) the most recent Interest Payment Date to which interest has been paid or duly provided for, or (iii) if the date of authentication of the [202_ Series ___ Bond] is after a Record Date but prior to the immediately succeeding Interest Payment Date, the Interest Payment Date immediately succeeding such date of authentication. The Record Date for the [202_ Series ____ Bonds] while bearing interest at the [Index] [Term] Rate will be [the Business Day next preceding

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each Interest Payment Date]. The [202_ Series ____ Bonds] will be issued in fully registered form in Authorized Denominations of $[_____,000] and any integral multiple thereof.

Other Interest Payment Dates for the [202_ Series ____ Bonds] are each Conversion Date for such Series and, in all events, the final maturity date or redemption date for such Series. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – DEFINITIONS."

During the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING, the [202_ Series ____ Bonds] will bear interest at the [_____ Rate]. The [_____Rate] will be equal to the sum of [(a) the [_____] then in effect plus (b) the Applicable Spread for the [202_ Series ____ Bonds], and such rate will be rounded to the nearest [one hundred thousandth of one percent (0.00001%)]]. [The initial [_____] with respect to the [202_ Series ____ Bonds] will be the [_____] in effect as of their date of issuance and will apply for the period from and including their date of issuance to and including the following Wednesday, unless such first day is a Wednesday, in which case the initial rate will only apply to such first day. Thereafter, until the end of the [Index] [Term] Rate Period, the [_____Rate] with respect to the [202_ Series ____ Bonds] will be determined each [_____], or if [_____] is not a Business Day the next preceding Business Day, such date being the same day the [_____] is expected to be published or otherwise made available to the [Index Agent] (defined below); and if the [SIFMA Swap Index] is published on a different day, such day will be the day on which the [_____Rate] is determined. The [_____Rate] so calculated will apply to the Calendar Week (as defined in the Senior Indenture) from and including the immediately succeeding [_____] or, if calculated on a [_____], such [_____], to and including the following Wednesday. Until the end of the [Index] [Term] Rate Period, the [_____Rate] for the [202_ Series ____ Bonds] will be calculated by the Senior Indenture Trustee, acting as [index agent], or any successor [index agent] (the "[Index Agent]"), as described below under "202_ SERIES SENIOR BONDS] IN [INDEX] RATE MODE – Interest Rate Determination Methods – [Index] [Term] Rate ." In no event may the [_____Rate] exceed the Maximum Interest Rate of twelve percent (12%) per annum. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – DEFINITIONS."]

The [202_ Series ____ Bonds] will not be supported by a Credit Support Instrument during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket any [202_ Series ____ Bonds] at a new [Index] [Term] Rate or to convert any [202_ Series ____ Bonds] to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "[202_ SERIES SENIOR BONDS] IN [INDEX] RATE MODE – Insufficient Funds; Stepped Rate."

The following definition applies to the preceding description of the [SIFMA Index Rate: "SIFMA Swap Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry & Financial Markets Association ("SIFMA") or any Person acting in cooperation with or under the sponsorship of SIFMA and effective from such date. If such index is not published or otherwise made available, the [Index] [Term] Rate Index to which the Applicable Spread will be applied, with respect to the [202_ Series ____ Bonds], shall be 70% of the Treasury Rate (as defined in Appendix B).]

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

The [202_ Series ____ Bonds] will be subject to mandatory tender and remarketing on the Purchase Date following the end of the initial [Index] [Term] Rate Period that begin on the delivery date of the [202_ Series ____ Bonds] as shown in the SUMMARY OF OFFERING. The Authority expects funds from the remarketing at that time to be applied to pay the purchase price of the [202_

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Series ____ Bonds]. The Authority is not obligated to provide any funds for the purchase of the [202_ Series ____ Bonds] other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to purchase the [202_ Series ____ Bonds] upon such mandatory tender. If there are insufficient funds to purchase any [202_ Series ____ Bonds] at the end of the [Index] [Term] Rate Period, the owners will retain the [202_ Series ____ Bonds] and such [202_ Series ____ Bonds] will bear interest at the Stepped Rate (as described herein). See "[202_ Series ____ Bonds] IN [INDEX] RATE MODE – Insufficient Funds; Stepped Rate" and APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Mechanics of Optional and Mandatory Tenders." The [202_ Series ____ Bonds] are also subject to mandatory tender and remarketing, at the option of the Authority, on any date on which such [202_ Series ____ Bonds] are subject to redemption at the option of the Authority. See "— Redemption Terms of the [202_ Series ____ Bonds]" and "[202_ Series ____ Bonds] IN [TERM][INDEX] RATE MODE – Mandatory Tender Provisions," "— Conversion of Interest Rate Determination Method," and "— Mandatory Tender for Authority Purchase of [202_ Series ____ Bonds] at Election of Authority."

In the case of mandatory tender at the option of the Authority, a notice of mandatory tender is to be mailed by the Senior Indenture Trustee not less than twenty (20) days nor more than sixty (60) days prior to the tender date to DTC. In the case of the Purchase Date identified for the [202_ Series ____ Bonds] in the SUMMARY OF OFFERING or Conversion, a notice of mandatory tender is to be mailed by the Senior Indenture Trustee not less than thirty (30) days prior to the tender date to DTC. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of [202_ Series ____ Bonds] will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send a tender notice except to DTC. Failure of DTC or Beneficial Owners to receive any tender notice or any defect therein will not affect the sufficiency of any tender proceedings.

Upon satisfaction of conditions set forth in the Senior Indenture, including mandatory tender and remarketing, the [202_ Series ____ Bonds] may be converted, at the option of the Authority, to bear interest calculated pursuant to a different Interest Rate Determination Method (which may be the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Index Rate, the Term Rate or the Fixed Rate). See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Conversion of Interest Rate Determination Method."

This Official Statement is not intended to provide information about the [202_ Series ____ Bonds] after Conversion from the [Index] [Term] Rate to another Interest Rate Determination Method, other than the Stepped Rate, or upon establishment of a new [Index] [Term] Rate following the end of the initial [Index] [Term] Rate Period.

This Official Statement generally describes the [202_ Series ____ Bonds] while bearing interest at the [Index] [Term] Rate in the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Prospective purchasers of the [202_ Series ____ Bonds] bearing interest during an interest rate period other than the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING should not rely on this Official Statement. The summary of certain provisions of the [202_ Series ____ Bonds] set forth in this Official Statement is only applicable to [202_ Series ____ Bonds] bearing interest at the [Index] [Term] Rate during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING, or at a Stepped Rate. If the interest rate period for the [202_ Series ____ Bonds] is converted from an [Index] [Term] Rate Period to any other Interest Rate Determination Method, other than the Stepped Rate, the [202_ Series ____ Bonds] will be subject to mandatory tender for purchase. In that case, it is expected that the Authority will prepare a new disclosure document to describe the new Interest Rate Determination Method with respect

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to the [202_ Series ____ Bonds]. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE."

[DESCRIPTION OF 202_ SERIES ___ SECOND SUBORDINATE BONDS]

The Authority will issue the [202_ Series ___ Bonds] pursuant to the Second Subordinate Master Indenture, dated as of March 1, 2025 (the "Master Second Subordinate Indenture"), as supplemented by a [_____] Supplemental Indenture, dated as of [_____ 1, 202_] (the "Second Subordinate Supplemental Indenture" and, together with the Master Second Subordinate Indenture, as previously supplemented and amended, the "Second Subordinate Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Second Subordinate Indenture Trustee"). The [202_ Series ____ Bonds] and any other bonds issued under the Second Subordinate Indenture are sometimes referred to in this Official Statement as the "Second Subordinate Bonds." The Authority's Second Subordinate Bonds, together with other obligations payable on a parity with the Second Subordinate Bonds, are referred to herein as the "Second Subordinate Obligations." See APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE" for a summary of certain terms of the Second Subordinate Bonds.

The [202_ Series ___ Bonds] will be dated their date of delivery, will mature on the dates and will bear interest on the basis of a 360-day year comprised of twelve 30-day months at the rates per annum shown in the SUMMARY OF OFFERING. Interest on the [202_ Series ___ Bonds] will be payable on April 1 and October 1 of each year commencing on April 1, 20[__] (each a "Second Subordinate Bonds Interest Payment Date") and at maturity or upon the prior redemption thereof. The [202_ Series ___ Bonds] will bear interest payable to the registered owner thereof from the latest of: (i) its Issue Date, (ii) the most recent Second Subordinate Bonds Interest Payment Date to which interest has been paid thereon or duly provided for, or (iii) if the date of authentication of such [202_ Series ___ Bond] is after a record date but prior to the immediately succeeding Second Subordinate Bonds Interest Payment Date, the Second Subordinate Bonds Interest Payment Date immediately succeeding such date of authentication. The record date for [202_ Series ___ Bonds] will be the fifteenth day (whether or not a Business Day) of the month preceding the month in which the Second Subordinate Bonds Interest Payment Date occurs. The [202_ Series ___ Bonds] will be issued in fully registered form in the denominations of $[1,000] and any integral multiple thereof.

For a description of the Authority's Outstanding Second Subordinate Bonds and Second Subordinate Obligations, see APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Second Subordinate Bonds" and APPENDIX G – "PRO FORMA DEBT SERVICE SCHEDULE."

REDEMPTION PROVISIONS OF THE [202_ SERIES ____ BONDS]

Redemption Terms of the [202_ Series ____ Bonds][*]

Optional Redemption. The [202_ Series ____ Bonds] bearing interest at the [_____] Rate are subject to redemption at the option of the Authority in whole or in part, in Authorized Denominations, on: (1) during the initial [_____] Rate Period for the [202_ Series ____ Bonds], any date on or after April 1, 20[__] at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium; and (2) the day following the last day of any [_____] Rate

[*] Preliminary, subject to change.

Period, at a redemption price equal to the principal amount thereof, plus accrued and unpaid interest, if any, without premium.

Mandatory Redemption. The [202_ Series ____ Bonds] are Term Bonds subject to mandatory redemption prior to maturity, in part, by lot, from Sinking Fund Installments for such [202_ Series ____ Bonds], on each date a Sinking Fund Installment for such [202_ Series ____ Bonds] is due, and in the principal amount equal to the Sinking Fund Installment due on such date at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium. Sinking Fund Installments for the [202_ Series ____ Bonds] shall be due in such amounts and on such dates as follows:

[202_ Series ____ Bonds]

Redemption Date (April 1)	*Sinking Fund Installment ($)*
20[__]	
20[__]	
20[__]	
20[__]	
20[__]	
20[__]†	

† Final Maturity

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

Selection of [202_ Series ____ Bonds] for Redemption. In the event of an optional redemption of any [202_ Series ___ Bond], the Authority will designate which Series and maturities of such [202_ Series ____ Bonds] are to be called for optional redemption. If less than all of the [202_ Series ____ Bonds] maturing by their terms on any one date are to be redeemed at any one time, the Senior Indenture Trustee shall select the [202_ Series ___ Bonds] of such Series and maturity date to be redeemed, from the Outstanding [202_ Series ____ Bonds] of such Series and maturity not previously called for redemption, in Authorized Denominations, by lot or by such other method as the securities depository shall use, as applicable, or if no such method is prescribed by the securities depository, as the Senior Indenture Trustee determines to be fair and reasonable, and shall promptly notify the Authority in writing of the numbers of the [202_ Series ____ Bonds] so selected for redemption. For purposes of such selection, [202_ Series ____ Bonds] of each Series and maturity shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed. In the event [202_ Series ____ Bonds] are designated for redemption, the Authority may designate which Sinking Fund Installments, or portions thereof, are to be reduced as allocated to such redemption. DTC's stated practice generally is to determine by lot the amount of the interest of each DTC Direct Participant within a Series of Bonds to be redeemed. See APPENDIX E — "BOOK-ENTRY ONLY SYSTEM."

In the event of a mandatory redemption of any [202_ Series ___ Bond], if less than all of the [202_ Series ____ Bonds] maturing by their terms on any one date are to be redeemed at any one time with Sinking

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Fund Installments, the Senior Indenture Trustee shall select the [202_ Series ____ Bonds] of such Series and maturity to be redeemed, from the Outstanding Senior Bonds of such Series and maturity not previously called for redemption, in Authorized Denominations, by lot or by such other method as the securities depository shall use, or if no such method is prescribed by the securities depository, as the Senior Indenture Trustee determines to be fair and reasonable. The Senior Indenture Trustee shall promptly notify the Authority in writing of the [202_ Series ____ Bonds] so selected for redemption. For purposes of such selection, [202_ Series ____ Bonds] of each Series and maturity shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately redeemed.

Redemption Terms of the [202_ Series ____ Bonds]*

Optional Redemption. The [202_ Series ____ Bonds] are subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part, in Authorized Denominations, on any date on or after April 1, 20[__], at a redemption price equal to the principal amount of [202_ Series ____ Bonds] called for redemption plus accrued and unpaid interest to the date fixed for redemption, without premium.

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

[202_ Series ____ Bonds] Term Bond
Maturing April 1, 20[__]

Redemption Date (April 1)	*Sinking Fund Installment ($)*
20[__]	
20[__]	
20[__]	
20[__]	
20[__]†	

† Maturity

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

* Preliminary, subject to change.

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

Notice of Redemption

Each notice of redemption is to be mailed by the Senior Indenture Trustee or the Second Subordinate Indenture Trustee, as applicable, to DTC not less than twenty (20) nor more than sixty (60) days prior to the redemption date. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of [202_ Series ____ Bonds] will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee and the Second Subordinate Indenture Trustee, as applicable, will not have any responsibility or obligation to send a notice of redemption except to DTC. Failure of DTC or Beneficial Owners to receive any notice of redemption or any defect therein will not affect the sufficiency of any proceedings for redemption.

Conditional Notice of Redemption; Rescission

Any notice of optional redemption of the [202_ Series ____ Bonds] may be conditional and if any condition stated in the notice of redemption is not satisfied on or prior to the redemption date, said notice will be of no force and effect and the Authority will not be required to redeem such [202_ Series ____ Bonds] and the redemption will be cancelled. The Senior Indenture Trustee and the Second Subordinate Indenture Trustee, as applicable, will within a reasonable time thereafter give notice, to the persons and in the manner in which the notice of redemption was given, that such condition or conditions were not met and that the redemption was cancelled.

In addition, the Authority may, at its option, on or prior to the date fixed for optional redemption in any notice of redemption of the [202_ Series ____ Bonds], rescind and cancel such notice of redemption by Written Request of the Authority to the Senior Indenture Trustee or the Second Subordinate Indenture Trustee, as applicable, and any optional redemption of the [202_ Series ____ Bonds] and notice thereof will be rescinded and cancelled and the applicable trustee is to mail notice of such cancellation to DTC.

Any optional redemption of the [202_ Series ____ Bonds] and notice thereof will be rescinded and cancelled if for any reason on the date fixed for optional redemption moneys are not available in the applicable Redemption Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the [202_ Series ____ Bonds] called for optional redemption and such failure to optionally redeem the [202_ Series ____ Bonds] called for redemption is not a default under the Senior Indenture or Second Subordinate Indenture, as applicable.

Effect of Redemption

Notice of redemption having been duly given pursuant to the Senior Indenture or the Second Subordinate Indenture, as applicable, and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the [202_ Series ____ Bonds] (or portions thereof) so called for

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redemption being held by the Senior Indenture Trustee or the Second Subordinate Indenture Trustee, as applicable, on the redemption date designated in such notice, the [202_ Series ____ Bonds] (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in such notice, together with interest accrued thereon to the date fixed for redemption. Thereafter, interest on such [202_ Series ____ Bonds] shall cease to accrue, and said [202_ Series ____ Bonds] (or portions thereof) shall cease to be entitled to any benefit or security under the Senior Indenture or the Second Subordinate Indenture, as applicable.

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

Interest Rate Determination Methods

General. Upon their initial issuance, the [202_ Series ____ Bonds] will bear interest at a [Daily][Weekly] Rate, which for the initial [Daily][Weekly], Rate Period shall be __%[*] for all Series of [202_ Series ____ Bonds]. The Authority has the right to change the Interest Rate Determination Method for all (but not less than all) of a Series of the [202_ Series ____ Bonds] to a different Interest Rate Determination Method (which may be the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Index Rate, the Term Rate or the Fixed Rate). See " — Conversion of Interest Rate Determination Method" below.

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

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

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

Daily Rate. So long as a Series of [202_ Series ____ Bonds] is in the Daily Rate Period, such Bonds will bear interest at a Daily Rate. During each Daily Rate Period, the applicable Remarketing Agent is to set a Daily Rate for such Series of [202_ Series ____ Bonds] by 9:30 a.m., New York City time, on each Business Day, which Daily Rate is to be the rate of interest that, if borne by such Series of [202_ Series ____ Bonds] in the Daily Rate Period, would, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for Tax-Exempt Securities that are of the same general nature as such Series of [202_ Series ____ Bonds] or Tax-Exempt Securities that are competitive as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of such Series of [202_ Series ____ Bonds] for which the Daily Rate is to be determined, be the lowest interest rate that would enable the applicable Remarketing Agent to place such Series of [202_ Series ____ Bonds] at a price of par (plus accrued interest, if any) on such Business Day. The Daily Rate for any non-Business Day will be the rate for the last Business Day on which a Daily Rate was set.

Weekly Rate. So long as a Series of [202_ Series ____ Bonds] are in the Weekly Rate Period, such Bonds will bear interest at a Weekly Rate. During each Weekly Rate Period, the applicable Remarketing Agent is to set a Weekly Rate for such Series of [202_ Series ____ Bonds], by 5:00 P.M., New York City time, on each Wednesday (or the immediately succeeding Business Day, if such Wednesday is not a Business Day) for the next period of seven (7) days from and including Thursday of any week to and including Wednesday of the next following week (a "Calendar Week"); *provided*, that, the Weekly Rate for the first Calendar Week (or portion thereof) following a Conversion Date resulting in a change in the Interest Rate Determination Method to a Weekly Rate is to be set by the applicable Remarketing Agent on

[§§] Preliminary, subject to change.

the Business Day immediately preceding such Conversion Date; *provided further*, that, in connection with the substitution of a Credit Support Instrument providing support for any Series of the [202_ Series ____ Bonds] bearing interest at the Weekly Rate, the Weekly Rate with respect to such Series for the first Calendar Week (or portion thereof) following such substitution shall be set by the applicable Remarketing Agent on the Business Day immediately preceding the date of such substitution, in accordance with the Senior Indenture. Each Weekly Rate shall be the rate of interest which, if borne by such Series of [202_ Series ____ Bonds] in the Weekly Rate Period, would, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for Tax-Exempt Securities that are of the same general nature as such Series of [202_ Series ____ Bonds] for which the Weekly Rate is to be determined, or Tax-Exempt Securities that are competitive as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the [202_ Series ____ Bonds] for which the Weekly Rate is to be determined, be the lowest interest rate that would enable the applicable Remarketing Agent to place such Series of [202_ Series ____ Bonds] at a price of par (plus accrued interest, if any) on the first day of such Weekly Rate Period.

Failure to Determine Rate for Certain Rate Periods. If, for any reason, the Daily Rate or the Weekly Rate for the [202_ Series ____ Bonds] is not established as described above, or there is no Remarketing Agent for the applicable Series of [202_ Series ____ Bonds], or any Daily Rate or Weekly Rate so established is held to be invalid or unenforceable, then an interest rate for such Series of [202_ Series ____ Bonds] for such Rate Period equal to 100% of the SIFMA Swap Index on the date such Daily Rate or Weekly Rate was (or would have been) determined, as provided pursuant to the provisions of the Senior Indenture described above, shall be established automatically. "SIFMA Swap Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Bloomberg (or successor organizations) and published or made available by the Securities Industry & Financial Markets Association (formerly the Bond Market Association) ("SIFMA") or any person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Authority and effective from such date or if such index is no longer produced or available, either (i) the S&P Municipal Bond 7 Day High Grade Rate Index as produced and made available by S&P Dow Jones Indices LLC (or successor organizations) or (ii) such other index selected by the Authority, with the advice of a remarketing agent or municipal advisor.

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

Optional Tender Provisions

The [202_ Series ____ Bonds] bearing interest at a Daily Rate or a Weekly Rate (other than Credit Provider Bonds) are subject to tender for purchase and remarketing at the option of the Owner or the Beneficial Owners of those [202_ Series ____ Bonds], who may elect to have [202_ Series ____ Bonds] (or portions thereof in Authorized Denominations) purchased at a purchase price (the "Purchase Price") equal to 100% of the principal amount thereof, without premium, plus any accrued interest to but not including the Purchase Date. If the Purchase Date occurs before an Interest Payment Date, but after the Record Date applicable to such Interest Payment Date, then accrued interest will be paid to DTC for payment to the Beneficial Owners as of the applicable Record Date.

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

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

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

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

In the event that any [202_ Series ____ Bonds] subject to optional tender are deemed paid in accordance with the Senior Indenture, such [202_ Series ____ Bonds] shall be paid or redeemed no later than the first optional tender date following the deposit of moneys or Government Obligations (as defined in the Senior Indenture) pursuant to the Senior Indenture).

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

Mandatory Tender Provisions

The [202_ Series ____ Bonds] will be subject to mandatory tender for purchase at the applicable Purchase Price on the Conversion Date (or on the proposed Conversion Date if the conversion fails to occur)

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to a new Interest Rate Determination Method specified in a Conversion Notice as described above under "Conversion of Interest Rate Determination Method."

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of [202_ Series ____ Bonds] will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send any notice to Beneficial Owners of [202_ Series ____ Bonds].

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

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

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

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

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Mechanics and Timing of Optional and Mandatory Tenders

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

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

The [202_ Series ____ Bonds] are also subject to mandatory tender for purchase by the Authority, in whole or in part (such that the portion that is subject to mandatory tender for purchase and the portion not subject to such mandatory tender shall each be in an Authorized Denomination), on any date such [202_ Series ____ Bonds] would be subject to optional redemption (each, an "Optional Purchase Date") at a purchase price equal to the principal amount of such [202_ Series ____ Bonds] to be purchased on the Optional Purchase Date, plus accrued interest to the Optional Purchase Date, plus an amount equal to the premium, if any, that would be payable upon the redemption (the "Optional Purchase Price"). In the event that the Authority determines to purchase any [202_ Series ____ Bonds] on any Optional Purchase Date, the Authority will provide the Senior Indenture Trustee with written notice of such determination at least 35 days prior to the Optional Purchase Date, which notice will specify the Series of [202_ Series ____ Bonds] and the principal amount of such [202_ Series ____ Bonds] of each maturity that are to be purchased and the Optional Purchase Date on which such purchase is to occur.

When the Senior Indenture Trustee receives notice from the Authority of its determination to purchase [202_ Series ____ Bonds] pursuant the provisions described above, the Senior Indenture Trustee shall give notice to the Owners of the [202_ Series ____ Bonds] and the Remarketing Agent, in the name of the Authority, of the mandatory tender for purchase such [202_ Series ____ Bonds], which notice shall be mailed, by first class mail, postage prepaid, not more than 60 nor less than 20 days before the Optional Purchase Date. Receipt of such notice of mandatory tender for purchase shall not be a condition precedent to the mandatory tender for purchase of the [202_ Series ____ Bonds] and failure to receive any such notice or any defect in such notice shall not affect the validity of the proceedings for the mandatory tender for purchase of such [202_ Series ____ Bonds] pursuant to the provisions of the Senior Indenture described herein. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of [202_ Series ____ Bonds] will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send any notice to Beneficial Owners of [202_ Series ____ Bonds].

If less than all of the [202_ Series ____ Bonds] are to be called for mandatory tender at the election of the Authority, the Authority may select the principal amount and maturity of such [202_ Series ____ Bonds] to be purchased at its sole discretion. If less than all of the [202_ Series ____ Bonds] maturing by their terms on any one date are to be tendered at any one time, DTC's practice is to determine by lot the amount of the interest of each DTC Direct Participant in the [202_ Series ____ Bonds] to be tendered. See APPENDIX E – "BOOK-ENTRY ONLY SYSTEM." For purposes of such selection, the [202_ Series ____ Bonds] shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately tendered. If at the time the Senior Indenture Trustee sends any notice of mandatory tender for purchase of any [202_ Series ____ Bonds] as described in the preceding paragraph, the Authority has not deposited with the Senior Indenture Trustee an amount sufficient to pay the full Optional Purchase Price of such [202_ Series ____ Bonds], or the portions thereof, to be purchased, such notice shall state that such mandatory tender for purchase is conditional upon the receipt by the Senior Indenture Trustee on or prior to the Optional Purchase Date fixed for such purchase of moneys sufficient to pay the Optional Purchase Price of such [202_ Series ____ Bonds], or the portions thereof to be

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purchased, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to purchase such [202_ Series ____ Bonds]. No funds may be drawn on the applicable Letter of Credit to pay the Optional Purchase Price of the applicable [202_ Series ____ Bonds] on a mandatory tender at the option of the Authority.

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

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

General. From the delivery date until the end of the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING, the [202_ Series ____ Bonds] will bear interest at the Index] Rate as shown. Following mandatory tender, the Authority has the right to change the Interest Rate Determination Method for all (but not less than all) of the [202_ Series ____ Bonds] to a different Interest Rate Determination Method (which may be the Daily Rate, the Weekly Rate, the Commercial Paper Rate, the Index Rate, the Term Rate or the Fixed Rate). See "– Conversion of Interest Rate Determination Method" below.

Prior to the end of the [Index] [Term] Rate Period, the Authority will appoint one or more remarketing agents for the [202_ Series ____ Bonds], each of which is referred to herein as "Remarketing Agent" and collectively as "Remarketing Agents," and an [Index Agent], which initially will be the Senior Indenture Trustee. See "REMARKETING AGENTS" below.

While in the [Index] [Term] Rate Mode, the [202_ Series ____ Bonds] are not subject to tender for purchase and remarketing at the option of the Owner or Beneficial Owners of such [202_ Series ____ Bonds]. The [202_ Series ____ Bonds] are subject to mandatory tender for purchase as described below under "—Mandatory Tender Provisions." There will be no Credit Support Instrument supporting any of the [202_ Series ____ Bonds] while in the initial [Index] [Term] Rate Period.

[202_ Series ___ Bonds SIFMA Index Rate]. Until such time as the [202_ Series ____ Bonds] are successfully converted to another Interest Rate Determination Method, all [202_ Series ____ Bonds] will bear interest at the [_____Rate] determined by the [Index Agent] or, following the end of the [Index] [Term] Rate Period upon a failure to remarket the [202_ Series ____ Bonds], at the Stepped Rate. See "DESCRIPTION OF THE [202_ SERIES SENIOR BONDS] – The [202_ Series ____ Bonds]" above and "— Insufficient Funds; Stepped Rate" below. The determination of [Index] [Term] Rate shall be conclusive and binding upon the Authority, the Senior Indenture Trustee, the Remarketing Agents, the [Index Agent] and the Owners. The [Index Agent] will furnish the [Index] [Term] Rate to the Senior Indenture Trustee (if the Senior Indenture Trustee is not also the [Index Agent]) and, upon the request of an Owner, the Senior Indenture Trustee shall confirm by Electronic means the [Index] [Term] Rate then in effect or, alternatively, the Senior Indenture Trustee may make such information available by readily accessible Electronic means.

The [202_ Series ____ Bonds] will not be supported by a Credit Support Instrument during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket all [202_ Series ____ Bonds] at a new [Index] [Term] Rate or to convert any such [202_ Series ____ Bonds] to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "— Insufficient Funds; Stepped Rate" below.

Subsequent [Index] [Term] Rate Periods. In connection with any future Conversion of the [202_ Series ____ Bonds] to an [Index] [Term] Rate Period, or upon the establishment of a new [Index] [Term]

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Rate following the end of the initial [Index] [Term] Rate Period, the Remarketing Agent will determine the Applicable Spread to be used in calculating the [Index] [Term] Rate for the [202_ Series ____ Bonds] on or before the [Index] [Term] Rate Determination Date preceding the Conversion Date or Purchase Date. Each such Applicable Spread will be the amount that, when added to or subtracted from the [Index] [Term] Rate Index, will result in the minimum [Index] [Term] Rate that, in the judgment of the Remarketing Agent under then-existing market conditions, will result in the remarketing of such [202_ Series ____ Bonds] on their Conversion Date or Purchase Date at a price equal to 100% of the principal amount thereof.

In addition, with respect to any subsequent [Index] [Term] Rate Periods, the duration of the [Index] [Term] Rate Period, the Stepped Rate to be applicable to such [202_ Series ____ Bonds] should insufficient funds be available for their purchase at the end of such [Index] [Term] Rate Period, the next Purchase Date, the [Index] [Term] Rate Index, the frequency with which the [Index] [Term] Rate will be recalculated, the Interest Payment Dates applicable to the [202_ Series ____ Bonds] and any alternative [Index] [Term] Rate Determination Dates shall be as specified in the Pricing Notice given with respect to the Conversion of such [202_ Series ____ Bonds] to the [Index] [Term] Rate Period or with respect to any new [Index] [Term] Rate and [Index] [Term] Rate Period for such [202_ Series ____ Bonds] then bearing interest at an [Index] [Term] Rate . See "*[Index] [Term] Rate Continuation*" and "— Insufficient Funds; Stepped Rate" below.

[Index] [Term] Rate Continuation. On any date that [202_ Series ____ Bonds] in an [Index] [Term] Rate Period are subject to optional redemption, or as of the Purchase Date of any [202_ Series ____ Bonds] in an [Index] [Term] Rate Period, unless the Authority has given a Conversion Notice with respect to the Conversion of such [202_ Series ____ Bonds] to another Interest Rate Determination Method, the Authority may establish a new [Index] [Term] Rate Period for such [202_ Series ____ Bonds] by delivery of a written notice (an "[Index] [Term] Rate Continuation Notice") to the Senior Indenture Trustee, the [Index Agent] (if the Senior Indenture Trustee is not the [Index Agent]), and the Remarketing Agent for such [202_ Series ____ Bonds].

The Conversion Notice and the [Index] [Term] Rate Continuation Notice must contain: (1) the proposed Conversion Date; (2) the new Interest Rate Determination Method to take effect; (3) whether any Credit Support Instrument then in effect, if any, will remain in effect and, if applicable, the terms upon which the Owners of such [202_ Series ____ Bonds] shall have the option to tender such [202_ Series ____ Bonds] for purchase during the new Interest Rate Determination Method; (4) if a new Credit Support Instrument will be in effect for such [202_ Series ____ Bonds] after the proposed Conversion Date, the form and terms of such Credit Support Instrument; and (5) if the Conversion is to the Fixed Rate, the redemption dates and redemption prices applicable to such Fixed Rate Period.

The Authority will also deliver a Pricing Notice to the Senior Indenture Trustee no later than five Business Days prior to the effective date of the new [Index] [Term] Rate Period. The Pricing Notice delivered in connection with a Conversion to or continuation of an [Index] [Term] Rate must specify: (1) the duration of the [Index] [Term] Rate Period, (2) the optional redemption provisions applicable to such [202_ Series ____ Bonds] during such [Index] [Term] Rate Period, if any, (3) the Stepped Rate (as defined below) to be applicable to such [202_ Series ____ Bonds] should insufficient funds be available to purchase such bonds at the end of such [Index] [Term] Rate Period, (4) the proposed next Purchase Date, if any, (5) the [Index] [Term] Rate Index, if other than the [SIFMA Swap Index], (6) the frequency with which the [Index] [Term] Rate shall be recalculated, (7) the proposed Interest Payment Dates applicable to such [202_ Series ____ Bonds] while bearing interest in an [Index] [Term] Rate Period, and (8) alternative [Index] [Term] Rate Determination Dates and Stepped Rate Determination Dates, if any.

The first day of such new [Index] [Term] Rate Period shall be a Purchase Date on which such [202_ Series ____ Bonds] are subject to optional redemption or to mandatory tender pursuant to the applicable provisions of the Senior Indenture. Each such [202_ Series ___ Bond] will be subject to mandatory tender

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on the first day of such new [Index] [Term] Rate Period for purchase at its Purchase Price. No new [Index] [Term] Rate Period shall become effective unless an Opinion of Bond Counsel is delivered on (and as of) the first day of the new [Index] [Term] Rate Period and unless all such Outstanding [202_ Series ____ Bonds] of such Series are successfully remarketed in the new [Index] [Term] Rate Period at the new [Index] [Term] Rate on the first day of the new [Index] [Term] Rate Period.

Notice to Owners. Upon receipt of an [Index] [Term] Rate Continuation Notice from the Authority, as soon as possible, but in any event not less than thirty (30) days prior to the first day of the proposed new [Index] [Term] Rate Period, the Senior Indenture Trustee must give notice by first-class mail to the Owners of the affected [202_ Series ____ Bonds], the [Index Agent] (if the Senior Indenture Trustee is not the [Index Agent]) and the Remarketing Agent, which notice will (1) state in substance that a new [Index] [Term] Rate Period is to be established for such [202_ Series ____ Bonds] on the applicable [Index] [Term] Rate Conversion Date if the conditions specified in the Senior Indenture (and generally described in such notice) are satisfied on or before such date, (2) state that a new [Index] [Term] Rate Period shall not be established unless an Opinion of Bond Counsel is delivered to the Senior Indenture Trustee on (and as of) the first day of the new [Index] [Term] Rate Period and all such [202_ Series ____ Bonds] of such Series are successfully remarketed in the new [Index] [Term] Rate Period and at the new [Index] [Term] Rate on the first day thereof, and (3) additional information required by the Senior Indenture.

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

The [202_ Series ____ Bonds] will not be supported by a Credit Support Instrument during the [Index] [Term] Rate Period shown in the SUMMARY OF OFFERING. Any failure to remarket all [202_ Series ____ Bonds] at a new [Index] [Term] Rate or to convert any such [202_ Series ____ Bonds] to another interest rate period does not constitute an Event of Default under the Senior Indenture. See "— Insufficient Funds; Stepped Rate" below.

Insufficient Funds; Stepped Rate

For any [202_ Series ___ Bonds] bearing interest in an [Index] [Term] Rate Period and not supported by a Credit Support Instrument, if sufficient funds are not available for the purchase of all [202_ Series ____ Bonds] tendered or deemed tendered and required to be purchased on the Purchase Date following the end of the [Index] [Term] Rate Period, all [202_ Series ____ Bonds] shall automatically convert to a Weekly Rate Period and bear interest at a rate of interest equal to the Stepped Rate from such Failed Tender Date (as defined below) until all such [202_ Series ____ Bonds] are purchased, such rate to be determined in accordance with the Thirty-[Fourth] Supplemental Indenture, and all tendered [202_ Series ____ Bonds] shall be returned to their respective Owners. Notwithstanding anything to the contrary in the Senior Indenture, such [202_ Series ____ Bonds] bearing interest in a Weekly Rate Period at the Stepped Rate shall not be subject to optional tender by the Owners thereof. Interest on the [202_ Series ____ Bonds] while in the Weekly Rate Period bearing interest at the Stepped Rate will be payable on the first Business Day of each month following the Failed Tender Date and the Record Date for such payment of interest will be the Business Day next preceding such interest payment date. No Opinion of Bond Counsel is required in connection with this automatic adjustment to a Weekly Rate Period. Such failed purchase and return will not constitute an Event of Default. In addition, the Remarketing Agent shall remain

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obligated to remarket such [202_ Series ____ Bonds] and such [202_ Series ____ Bonds] bearing interest at a Stepped Rate shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in the Senior Indenture. **The [202_ Series ____ Bonds] will not be supported by a Credit Support Instrument while in the initial [Index] [Term] Rate Period**.

From the Failed Tender Date until all of the affected [202_ Series ____ Bonds] are purchased as required under the Senior Indenture, such [202_ Series ____ Bonds] shall, during each Weekly Rate Period (or portion thereof), bear interest at the applicable Stepped Rate calculated by the [Index Agent]. The Stepped Rate applicable to any [202_ Series ____ Bonds] will be determined by the [Index] Agent based upon the [Stepped Rate Index] determined each Stepped Rate Determination Date, which is defined to mean the applicable Failed Tender Date and each Wednesday thereafter, or if any such Wednesday is not a Business Day then the next preceding Business Day, such date being the same day the [SIFMA Swap Index] is expected to be published or otherwise made available to the [Index Agent], and if the [SIFMA Swap Index] is published on a different day, such day will be the Stepped Rate Determination Date. The [Stepped Rate Index] so calculated will apply to the Calendar Week from and including the immediately succeeding Thursday, or if calculated on a Thursday, on such Thursday, to and including the following Wednesday or for the initial period from the Failed Tender Date to and including the Wednesday following the Failed Tender Date, unless the Failed Tender Date is a Wednesday in which event such rate will be based on the [SIFMA Swap Index] determined on the prior Wednesday and will only apply on the Failed Tender Date; provided that different Stepped Rate Determination Dates may be specified in the Pricing Notice relating to the establishment of a new [Index] [Term] Rate Period for any [202_ Series ____ Bonds].

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

"Stepped Rate" means the rate or rates of interest applicable with respect to any [202_ Series ____ Bonds] should insufficient funds be available to purchase such [202_ Series ____ Bonds] in connection with a mandatory tender at the end of an [Index] [Term] Rate Period during which such [202_ Series ____ Bonds] is not supported by a Credit Support Instrument, as specified by the Authority in the Pricing Notice delivered in connection with the Conversion of such [202_ Series ____ Bonds] to a Term Rate Period or an Index Rate Period or with the continuation of an [Index] [Term] Rate Period with respect to such [202_ Series ____ Bonds] pursuant to the terms of the Senior Indenture. If no Stepped Rate was specified in the Pricing Notice relating to the expiring [Index] [Term] Rate Period for such [202_ Series ____ Bonds], and upon issuance with respect to the initial [Index] [Term] Rate Period for the [202_ Series ____ Bonds], the Stepped Rate will be: (a) for the period from and including the Failed Tender Date to but excluding the ninetieth (90th) day thereafter, a per annum interest rate equal to the [Stepped Rate Index] plus 2.50%; (b) for the period from and including the ninetieth (90th) day after the Failed Tender Date to but excluding the one hundred eightieth (180th) day after the Failed Tender Date, a per annum interest rate equal to the greater of (i) the [Stepped Rate Index plus 5.00%] or (ii) 7.50%; and (c) thereafter, the Maximum Interest Rate; provided that the Stepped Rate shall never be less than the rate of interest applicable to such [202_ Series ____ Bonds] on the Business Day prior to the Failed Tender Date. Notwithstanding anything to the contrary in this definition or the Senior Indenture, the Stepped Rate will never exceed twelve percent (12%) per annum.

["Stepped Rate Index" means an index specified by the Authority in the Pricing Notice delivered in connection with the Conversion of [202_ Series ____ Bonds] to a Term Rate Period or an Index Rate Period or with the continuation of an Index Rate Period with respect to such [202_ Series ____ Bonds] pursuant to the terms of the Senior Indenture. If no Stepped Rate Index was specified in the Pricing Notice relating to the expiring Index Rate Period for such [202_ Series ____ Bonds], and upon initial issuance with respect to the initial Index Rate Period for the [202_ Series ____ Bonds], the Stepped Rate Index shall be

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the SIFMA Swap Index (as defined above under "DESCRIPTION OF THE [202_ SERIES SENIOR BONDS] – The [202_ Series ____ Bonds]").]

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

Conversion of Interest Rate Determination Method

Right of Conversion. The Interest Rate Determination Method for any [202_ Series ____ Bonds] is subject to conversion from time to time by the Authority, from one Interest Rate Determination Method to another on any date on which such [202_ Series ____ Bonds] are subject to optional redemption and on the date following the end of the [Index] [Term] Rate Period, with such right to be exercised by delivery of a Conversion Notice to the Senior Indenture Trustee, the [Index Agent], if any, and the Remarketing Agent. Upon receipt of a Conversion Notice from an Authorized Representative, as soon as possible, but in any event not less than thirty (30) days prior to the proposed Conversion Date, the Senior Indenture Trustee is to give notice by first-class mail to the affected Owners of the [202_ Series ____ Bonds] in accordance with the Senior Indenture. The Senior Indenture provides that such notice may be rescinded on or prior to the effective date of the Conversion. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Conversion of Interest Rate Determination Method." Such notice is to be delivered to DTC, the registered owner of the [202_ Series ____ Bonds].

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

In addition, the Remarketing Agent shall remain obligated to remarket such [202_ Series ____ Bonds] and such [202_ Series ____ Bonds] shall remain subject to optional and mandatory redemption, mandatory tender for purchase, and Conversion as provided in the Senior Indenture.

Mandatory Tender Provisions

The [202_ Series ____ Bonds] will be subject to mandatory tender for purchase at the applicable Purchase Price on the proposed Conversion Date (if the proposed Conversion does not occur, the [202_ Series ____ Bonds] subject to mandatory purchase will not be purchased) to a new Interest Rate Determination Method specified in a Conversion Notice as described above under "Conversion of Interest Rate Determination Method."

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of [202_ Series ____ Bonds] will be governed by arrangements among them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send any notice to Beneficial Owners of [202_ Series ____ Bonds].

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Funding Mandatory Tenders of [202_ Series ____ Bonds]

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

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

If such remarketing of the [202_ Series ____ Bonds] is not successful, other potential sources of payment, which the Authority, in its sole discretion, may apply to the payment of the Purchase Price of any [202_ Series ____ Bonds] include Bridge Toll Revenues and unencumbered funds of the Authority. Principal of and accrued and unpaid interest on the [202_ Series ____ Bonds] are payable from Revenue on a parity with the Authority's other Outstanding Senior Bonds issued under the Senior Indenture and any additional Senior Bonds and Senior Parity Obligations that may hereafter be issued by the Authority in accordance with the Senior Indenture. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Additional Senior Bonds; Subordinate Obligations."

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

The [202_ Series ____ Bonds] are also subject to mandatory tender for purchase at the option of the Authority, in whole or in part (in Authorized Denominations), on any date such [202_ Series ____ Bonds] would be subject to optional redemption (each, an "Optional Purchase Date") at a purchase price, with respect to the [202_ Series ____ Bonds], equal to the principal amount of such [202_ Series ____ Bonds] to be purchased on the Optional Purchase Date, plus accrued interest to the Optional Purchase Date (in each case, the "Optional Purchase Price"). See "REDEMPTION PROVISIONS OF THE [202_ Series ____ Bonds] —Redemption Terms of the [202_ Series ____ Bonds]." In the event that the Authority determines to purchase any [202_ Series ____ Bonds] on any Optional Purchase Date, the Authority will provide the Senior Indenture Trustee with written notice of such determination.

When the Senior Indenture Trustee receives notice from the Authority of its determination to purchase [202_ Series ____ Bonds] pursuant the provisions described above, the Senior Indenture Trustee will give notice to the Owners of the [202_ Series ____ Bonds] and the applicable Remarketing Agent, in the name of the Authority, of the mandatory tender for purchase of such [202_ Series ____ Bonds], which notice shall be mailed, by first class mail, postage prepaid, not more than sixty (60) nor less than twenty (20) days before the Optional Purchase Date. Receipt of such notice of mandatory tender for purchase shall not be a condition precedent to the mandatory tender for purchase of the [202_ Series ____ Bonds] and failure to receive any such notice or any defect in such notice shall not affect the validity of the proceedings for the mandatory tender for purchase of such [202_ Series ____ Bonds] pursuant to the provisions of the Senior Indenture described herein. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of [202_ Series ____ Bonds] will be governed by arrangements among

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them, and the Authority and the Senior Indenture Trustee will not have any responsibility or obligation to send any notice to Beneficial Owners of [202_ Series ____ Bonds].

If less than all of the outstanding [202_ Series ____ Bonds] are to be called for mandatory tender at the election of the Authority, the Authority will select the principal amount and maturity of such [202_ Series ____ Bonds] to be purchased at its sole discretion. If less than all of the [202_ Series ____ Bonds] of a maturity are to be tendered at any one time, DTC's practice is to determine by lot the amount of the interest of each DTC Direct Participant in the [202_ Series ____ Bonds] to be tendered. See APPENDIX E – "BOOK-ENTRY ONLY SYSTEM." For purposes of such selection, the [202_ Series ____ Bonds] shall be deemed to be composed of multiples of minimum Authorized Denominations and any such multiple may be separately tendered. If at the time the Senior Indenture Trustee sends any notice of mandatory tender for purchase of any [202_ Series ____ Bonds] as described in the preceding paragraph, the Authority has not deposited with the Senior Indenture Trustee an amount sufficient to pay the full Optional Purchase Price of such [202_ Series ____ Bonds], or the portions thereof, to be purchased, such notice shall state that such mandatory tender for purchase is conditional upon the receipt by the Senior Indenture Trustee on or prior to the Optional Purchase Date fixed for such purchase of moneys sufficient to pay the Optional Purchase Price of such [202_ Series ____ Bonds], or the portions thereof to be purchased, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to purchase such [202_ Series ____ Bonds].

If all outstanding [202_ Series ____ Bonds] are purchased by the Authority (i) the date of such purchase will be deemed to be the Purchase Date, and (ii) the [Index] [Term] Rate will be deemed to have expired on the day immediately preceding such Purchase Date. Upon the Authority's successful purchase, such [202_ Series ____ Bonds] will be subject to Conversion and remarketing without notice of Conversion being provided by the Authority.

[REMARKETING AGENTS]

[Prior to the Purchase Date immediately following the end of the initial [Index] [Term] Rate Period the [202_ Series ____ Bonds], the Authority will appoint a Remarketing Agent and enter into a Remarketing Agreement for the [202_ Series ____ Bonds]. The remarketing agent will undertake, among other things, to use its best efforts to remarket [202_ Series ____ Bonds] that are tendered for purchase in connection with a conversion or extension of an Interest Rate Determination Method or upon mandatory tender for purchase at the election of the Authority.]

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

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

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In the ordinary course of their various business activities, each Remarketing Agent and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority (including any of the 202_ Senior Series Bonds).

Each Remarketing Agent and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments. See "PRACTICES AND PROCEDURES RELATED TO THE 20__ SERIES SENIOR BONDS."]

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

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

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

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

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

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

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remarket [202_ Series ____ Bonds] to the Authority as part of the remarketing and interest rate setting process undertaken by the Remarketing Agents. The willingness of the Authority to buy [202_ Series ____ Bonds] in connection with a remarketing may affect the interest rate determined for such [202_ Series ____ Bonds]. The Authority's interest in connection with the determining of the interest rate by a Remarketing Agent may differ from the interests of Bondholders other than the Authority. The purchase of [202_ Series ____ Bonds] by a Remarketing Agent or the Authority may create the appearance that there is greater third-party demand for the [202_ Series ____ Bonds] in the market than is actually the case. The practices described above also may result in fewer [202_ Series ____ Bonds] being tendered in a remarketing, fewer draws on the Letter of Credit, and lower interest rates on the [202_ Series ____ Bonds] than would otherwise be the case.

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

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

[THE LETTERS OF CREDIT AND REIMBURSEMENT AGREEMENT]

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

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The Letter of Credit for the 20___ Series Bonds (the "20__ LOC") will be issued with a stated amount of $____ and is provided by _____ ("____"); the Letter of Credit for the 20___ Series Bonds (the "20___ LOC") will be issued with a stated amount of $_____ and is provided by _____("____," and, together with _____, the "Letter of Credit Providers"); the Letter of Credit for the 20__ Series __ Bonds (the "20__ LOC") will be issued with a stated amount of $____ and is provided by ___; and the Letter of Credit for the 20__ Series __ Bonds (the "20__ LOC," and, together with the 20___ LOC, the 20___ LOC and the 20___LOC, the "Letters of Credit") will be issued with a stated amount of $_____ and is provided by _____. The Letters of Credit shall be issued pursuant to the Reimbursement Agreement, among the Letter of Credit Providers, the Authority and _____, as agent for the Letter of Credit Providers (the "Bank Agent"). The stated amount of each Letter of Credit comprises the principal amount of the [202_ Series ____ Bonds] supported thereby and an interest amount that is based upon an assumed rate of interest of 12% on such principal amount for a period of 50 days using a 365-day year and the actual number of days elapsed. Under the terms of each Letter of Credit, the applicable Letter of Credit Provider is solely liable for payments thereunder and no Letter of Credit Provider will be liable for the failure of any other Letter of Credit Provider to perform its obligations under its Letter of Credit Payment of principal of and interest on a Series of [202_ Series ____ Bonds] and payment of the Purchase Price for [202_ Series ____ Bonds] tendered for purchase or subject to mandatory purchase in accordance with the Senior Indenture and not remarketed will be made from amounts drawn under the applicable Letter of Credit.

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

An extension of the Letters of Credit or the substitution of another Credit Support Instrument for the [202_ Series ____ Bonds] is required by the Senior Indenture until the [202_ Series ____ Bonds] are retired or changed to bear interest, as permitted by the Senior Indenture, at a Fixed Rate, a Term Rate, a Commercial Paper Rate, or an Index Rate. The scheduled expiration or the termination by the Authority of the Letters of Credit, and the substitution of another Credit Support Instrument, will each result in a mandatory purchase of the [202_ Series ____ Bonds] supported by the Letter of Credit as explained under "DESCRIPTION OF THE 20__ SENIOR BONDS — Mandatory Tender Provisions."

Draws under the applicable Letter of Credit must be made by the Senior Indenture Trustee by written notice to the applicable Letter of Credit Provider. Upon payment by the Letter of Credit Provider of the Purchase Price of the applicable [202_ Series ____ Bonds] tendered for purchase but not remarketed, the [202_ Series ____ Bonds] purchased by the applicable Letter of Credit Provider will be called Credit Provider Bonds or Bank Bonds and bear interest at the Bank Rate determined pursuant to the Reimbursement Agreement. The Reimbursement Agreement provides for the remarketing of Bank Bonds at the election of the Authority and requires the Authority to redeem any Bank Bond that is not remarketed in thirteen (13) equal quarterly installments of principal (each in authorized denominations) beginning on the first Business Day of the twenty-fourth calendar month immediately following the purchase of the Bank Bond by the applicable Letter of Credit Provider. The Senior Indenture requires Credit Provider Bonds of a Series to be remarketed prior to the remarketing of any other [202_ Series ____ Bonds] of the same Series tendered for purchase or subject to mandatory purchase.

Extension, Reduction, Adjustment or Termination of Letters of Credit

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

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

The applicable Letter of Credit will terminate on the close of business of the earliest to occur of on the following: (i) the scheduled expiration date (as such date may be extended from time to time), (ii) the earlier of (A) the date specified by the Senior Indenture Trustee in a certificate delivered to the applicable Letter of Credit Provider as being the date which is five (5) days following the date on which all of a Series of [202_ Series ____ Bonds] are converted (the "Conversion") to bear interest at a rate other than a daily interest rate or a weekly interest rate or (B) the date on which the applicable Letter of Credit Provider honors a purchase drawing made by the Senior Indenture Trustee in connection with the Conversion, (iii) the date on which the applicable Letter of Credit Provider receives a certificate from the Senior Indenture Trustee certifying that (A) no [202_ Series ____ Bonds] remain outstanding within the meaning of the Senior Indenture, (B) all drawings required to be made under the Senior Indenture and available under the applicable Letter of Credit have been made and honored, or (C) a substitute Credit Support Instrument has been issued to replace the applicable Letter of Credit pursuant to the Senior Indenture, (iv) the date on which the applicable Letter of Credit Provider honors a maturity drawing made by the Senior Indenture Trustee, and (v) the date which is fifteen (15) days following receipt by the Senior Indenture Trustee of a written notice from the applicable Letter of Credit Provider specifying the occurrence of an "Event of Default" under the Reimbursement Agreement.

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

Summary of Reimbursement Agreement

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

Defined Terms

"Amortization End Date" means, with respect to a Liquidity Advance or Bank Bond, the fifth (5th) anniversary of the date such Liquidity Advance was made or Bank Bond was purchased.

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

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"Debt" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (d) all obligations of such Person as lessee under capital leases, (e) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (f) all obligations, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person including, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement condition or otherwise), or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part). For purposes of clarification, membership of the Authority in a joint powers authority will not cause the Debt of the joint powers authority to be considered guaranteed by the Authority.

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

"Fitch" means Fitch Ratings, Inc.

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

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

"Moody's" means Moody's Investors Service, Inc.

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

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

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

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

"S&P" means S&P Global Ratings, a business of Standard & Poor's Ratings Financial Services LLC.

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

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

Reimbursement of Drawings

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

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date; and (iii) the "Default Rate" (as defined in the Reimbursement Agreement) for the period commencing on the tenth day after the applicable drawing date.

If the conditions precedent set forth in the Reimbursement Agreement are satisfied at the time of payment by a Letter of Credit Provider of a Liquidity Drawing, such Liquidity Drawing shall constitute an advance ("Liquidity Advance") by such Letter of Credit Provider to the Authority. Subject to the acceleration of Obligations (including Liquidity Advances) in accordance with the Reimbursement Agreement, each Liquidity Advance shall be repaid in thirteen (13) equal quarterly installments of principal (each, an "Amortization Payment") payable on each Amortization Payment Date for such Liquidity Advance and with the final Amortization Payment (which shall be equal to all principal of such Liquidity Advance remaining outstanding) being due and payable no later than the Amortization End Date for such Liquidity Advance. A Liquidity Advance shall be prepaid by the Authority (i) on each date on which a Bank Bond purchased with the proceeds of the Liquidity Drawing which gave rise to such Liquidity Advance (a "Related Bank Bond") is redeemed, defeased or is otherwise paid in accordance with its terms, but only to the extent of the principal amount of the Related Bank Bond so redeemed, defeased or otherwise paid; and (ii) the date of the remarketing of a Related Bank Bond, but only to the extent of the principal amount of such Related Bank Bond that is remarketed. If a Letter of Credit is replaced with a Credit Support Instrument, as a condition precedent to such replacement, the Authority shall, or shall cause the issuer of such Credit Support Instrument to, prepay in full on or prior to the applicable substitution date all outstanding Liquidity Advances derived from Liquidity Drawings made pursuant to such Letter of Credit. If a Letter of Credit is terminated following a drawing thereunder made to purchase Bonds in connection with the conversion of the interest mode of such Bonds to a mode other than a daily rate or a weekly rate, the Authority shall prepay in full on the date of conversion all outstanding Liquidity Advances derived from Liquidity Drawings made pursuant to such Letter of Credit. The Authority may also elect to prepay a Liquidity Advance in whole or in part at any time on any Business Day, without premium or penalty. The Authority also promises to pay interest on the unpaid principal amount of each Liquidity Advance from the date such Liquidity Advance is made until it is paid in full, at a rate per annum equal to the "bank rate" (defined in the Reimbursement Agreement) from time to time in effect. Any Liquidity Advance and/or interest thereon that is not paid when due shall bear interest at the rate per annum equal to the "Default Rate" (defined in the Reimbursement Agreement) from time to time in effect.

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

Payment of Other Amounts

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

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Representations, Warranties and Covenants

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

Events of Default

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

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

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

(c) (i) The Authority shall fail to pay, or cause to be paid, when due (whether by scheduled maturity, redemption or otherwise) any Debt or Swap Obligation that is secured by Bridge Toll Revenues, and such failure shall continue after any applicable grace period, or shall have declared a moratorium on the payment of, or repudiated, any such Debt or Swap Obligation or (ii) the Authority shall default in the observance or performance of any agreement or condition relating to any Debt or Swap Obligation that is secured by Bridge Toll Revenues or payable from Bridge Toll Revenues on a parity with the [202_ Series ____ Bonds] and the Reimbursement Obligations, or contained in any instrument or agreement evidencing, securing or relating thereto, the effect of which default or event of default is to permit (determined without regard to whether any notice is required) or cause any such Debt or Swap Obligation secured by Bridge Toll Revenues or payable from Bridge Toll Revenues on a parity with the [202_ Series ____ Bonds] and the Reimbursement Obligations to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Debt or Swap Obligation secured by Bridge Toll Revenues or payable from Bridge Toll Revenues on a parity with the [202_ Series ____ Bonds] and the Reimbursement Obligations (provided that with respect to Swap Contracts only, an event that results in a termination payment secured by or payable from Bridge Toll Revenues on a parity with the [202_ Series ____ Bonds] and the Reimbursement Obligations becoming due thereunder shall only constitute an Event of Default under the applicable Reimbursement Agreement if such termination payment becomes due as a result of a default or event of default caused by or attributable to the Authority under the related Swap Contract); or

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

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

(f) The long-term unenhanced ratings (i.e., any rating that is assigned to a Bond (other than a Bank Bond) or any other indebtedness of the Authority senior to or on a parity with the Bonds (other than Bank Bonds) and secured by and payable from Bridge Toll Revenues without regard to the provision of credit enhancement such as a letter of credit, bond insurance policy or other financial guarantee) of the Bonds or any other indebtedness of the Authority senior to or on a parity with the Bonds and secured by

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and payable from Bridge Toll Revenues shall be withdrawn or suspended for credit related reasons by any two of Fitch, Moody's and S&P or reduced below "BBB-," "BBB-" and "Baa3," respectively, by any two of Fitch, S&P and Moody's; or

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

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

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

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

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

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

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

Remedies

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

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

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

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

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

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

[THE LETTER OF CREDIT PROVIDERS]

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

[BANK INFO TO COME]

[AUTHORITY REPRESENTATIVE TO REVIEW AND APPROVE UPDATES TO OFFICIAL STATEMENT FOR ANY SECOND SUBORDINATE LIEN BONDS ISSUED AS VARIABLE RATE BONDS SUPPORTED WITH SELF-LIQUIDITY AND STANDBY BOND PURCHASE AGREEMENT CONSISTENT WITH SECOND SUBORDINATE MASTER INDENTURE.]

SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS

Statutory Lien on Bridge Toll Revenues

Bridge Toll Revenues include all tolls and all other income, including penalties for violations, allocated to the Authority pursuant to the Act derived from the Bridge System and not limited or restricted to a specific purpose. The Act imposes a statutory lien upon all Bridge Toll Revenues in favor of the holders of the Authority's toll bridge revenue bonds and in favor of any provider of credit enhancement for those bonds. The statutory lien is subject to expenditures for operation and maintenance of the Bridges, including toll collection, unless those expenditures are otherwise provided for by statute. See APPENDIX A – "BRIDGE TOLL REVENUES – Toll Rates," "BRIDGE TOLL REVENUES — Operations and Maintenance," "— AUTHORITY FINANCIAL AND OPERATING INFORMATION – Operations and Maintenance Fund," and "— LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*," APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE," APPENDIX C – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE," and APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE.

See APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" for the full text of the Proposed Amendments that would modify the definition of "Operations & Maintenance

Expenses." By their purchase of the [202_ Series ____ Bonds], the purchasers of the [202_ Series ____ Bonds] will be deemed to consent to the Proposed Amendments.

Pledge by the State

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

Toll Bridge Revenue Bonds

Additional toll bridge revenue bonds may be issued in the future as either Senior Obligations or Second Subordinate Obligations (subject to the requirements of and limitations in the Senior Indenture or the Second Subordinate Indenture). Pursuant to the Second Subordinate Indenture, the Authority will covenant that, from and after the execution thereof, it will not issue or incur additional Subordinate Obligations under the Subordinate Indenture. See APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE – The Second Subordinate Indenture – Additional Second Subordinate Bonds – *Subordinate Obligations*."

The Authority's Senior Bonds (which include the [202_ Series ____ Bonds]), together with other obligations payable on a parity with the Senior Bonds, are referred to herein as the "Senior Obligations." Senior Obligations consist of the Senior Bonds and amounts due as regularly scheduled payments under the Authority's Qualified Swap Agreements described in APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements." Senior Obligations also include certain amounts due as reimbursement obligations pursuant to the Authority's existing Reimbursement Agreements (the "Outstanding Reimbursement Agreements") described in APPENDIX A – "OTHER AUTHORITY OBLIGATIONS – Credit Facilities," and for Reserve Facility Costs, which are amounts to repay draws under surety bonds or insurance policies held in the reserve fund for Senior Bonds. No such Reserve Facility Costs are presently outstanding. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" for a summary of certain terms of the Senior Bonds and Senior Obligations.

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

The Authority's Second Subordinate Bonds (which include the [202_ Series ____ Bonds]), together with other obligations payable on a parity with the Second Subordinate Bonds, are referred to herein as the "Second Subordinate Obligations." Second Subordinate Obligations consist of the Second Subordinate Bonds and amounts due as regularly scheduled payments under any Qualified Swap Agreements that the Authority has specified shall be payable on a parity with the payment of Second Subordinate Bonds. Second

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Subordinate Obligations will also include amounts due as reimbursement obligations pursuant to any Reimbursement Agreements relating to Second Subordinate Bonds and for Reserve Facility Costs, which are amounts to repay draws under surety bonds or insurance policies held in the reserve fund for Second Subordinate Bonds. No such Reserve Facility Costs are presently outstanding. Following the repayment of all outstanding Subordinate Bonds (as defined herein) and the discharge of the Subordinate Indenture, all Second Subordinate Bonds and Second Subordinate Parity Obligations (each as defined herein) will be secured by a pledge and lien on parity with the pledge and lien made to secure the payment of the principal of and interest on amounts due on all other Subordinate Obligations. Thereafter, no additional obligations that are both secured by a pledge and lien (i) senior to the Second Subordinate Bonds and Second Subordinate Parity Obligations, and (ii) subordinate to the Senior Bonds and Senior Obligations (each as defined herein), may be issued. See APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE" for a summary of certain terms of the Second Subordinate Bonds and Second Subordinate Obligations.

Certain Provisions of the Senior Indenture

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

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

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

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

The Subordinate Indenture Trustee has been instructed by the Authority to transfer to the Senior Indenture Trustee any Revenue (as defined and provided in the Senior Indenture) on deposit in the Bond Fund held by the Subordinate Indenture Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Senior Obligations or to replenish the reserve fund for the Senior Bonds. Any such transfer to the Senior Indenture Trustee will not include proceeds of Subordinate Bonds, amounts attributable to interest subsidy payments received from the federal government on account of the issuance of Subordinate Bonds as Build America Bonds, any funds received by the Subordinate Indenture Trustee on account of any draw under a Credit Support Agreement or Liquidity Instrument, or any amounts attributable to a reserve account for Subordinate Bonds.

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The Second Subordinate Indenture Trustee has been instructed by the Authority to make the following transfers:

(i) to the Senior Indenture Trustee any Revenue (as defined and provided in the Senior Indenture) on deposit in the Bond Fund held by the Second Subordinate Indenture Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Senior Obligations or to replenish the reserve fund for the Senior Bonds; and

(ii) to the Subordinate Indenture Trustee any Revenue (as defined and provided in the Subordinate Indenture) on deposit in the Bond Fund held by the Second Subordinate Indenture Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Subordinate Obligations or to replenish the reserve fund for the Subordinate Bonds.

Any such transfers to the Senior Indenture Trustee or the Subordinate Indenture Trustee will not include proceeds of Second Subordinate Bonds, any funds received by the Second Subordinate Indenture Trustee on account of any draw under a Credit Support Agreement or Liquidity Instrument, or any amounts attributable to a reserve account for Second Subordinate Bonds.

The Senior Indenture Trustee has been instructed by the Authority to transfer to the Subordinate Indenture Trustee any amounts on deposit in the Fees and Expenses Fund under the Senior Indenture to the extent that there is any shortfall in the Bond Fund under the Subordinate Indenture of amounts needed to make timely payments of principal, interest, and premium, if any, on Subordinate Obligations and to replenish the reserve fund for the Subordinate Bonds, provided that no such transfer is to be made to the extent there is also a concurrent shortfall in the Bond Fund or reserve fund under the Senior Indenture. The Senior Indenture Trustee has also been instructed by the Authority to transfer (following the transfers required by the immediately preceding sentence) to the Second Subordinate Indenture Trustee any amounts on deposit in the Fees and Expenses Fund under the Senior Indenture to the extent that there is any shortfall in the Bond Fund under the Second Subordinate Indenture of amounts needed to make timely payments of principal, interest, and premium, if any, on Second Subordinate Obligations and to replenish the reserve fund for the Second Subordinate Bonds, provided that no such transfer is to be made to the extent there is also a concurrent shortfall in the Bond Fund or reserve fund under the Senior Indenture or the Subordinate Indenture.

The Authority has instructed each trustee to notify the other trustees on the third Business Day preceding each principal or interest payment date of the need for such a transfer and to request such transfer on the second Business Day preceding each such payment date.

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

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

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

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

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

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

See APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" for the full text of the Proposed Amendments that would modify the definition of "Operations & Maintenance Expenses" and "Annual Debt Service" which affect the tests for issuance of additional Senior Obligations. By their purchase of the [202_ Series ____ Bonds], the purchasers of the [202_ Series ____ Bonds] will be deemed to consent to the Proposed Amendments.

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

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obligations of the Authority. See "SUMMARY OF FINANCING PLAN – Additional Bonds Test" above for additional information related to the [202_ Series ____ Bonds].

See APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" for the full text of the Proposed Amendments that would affect Net Revenues and the Senior Reserve Requirement. By their purchase of the [202_ Series ____ Bonds], the purchasers of the [202_ Series ____ Bonds] will be deemed to consent to the Proposed Amendments.

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

The balance in the Senior Reserve Fund is required by the Senior Indenture to equal or exceed the "Reserve Requirement" (defined in the Senior Indenture as an amount equal to the lesser of Maximum Annual Debt Service on all Senior Bonds and 125% of average Annual Debt Service on all Senior Bonds) (referred to herein as the "Senior Reserve Requirement"). The Senior Reserve Requirement is expected to be satisfied by funds currently on deposit in the Senior Reserve Fund or by the expected deposit of Authority funds or a portion of the proceeds of the [202_ Series ____ Bonds], if necessary. Cash and investments aggregating the amount of the Senior Reserve Requirement are held in the Senior Reserve Fund in satisfaction of the Senior Reserve Requirement. See APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – DEFINITIONS."

See APPENDIX I – "FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE" for the full text of the Proposed Amendments that would affect the Senior Reserve Requirement. By their purchase of the [202_ Series ____ Bonds], the purchasers of the [202_ Series ____ Bonds] will be deemed to consent to the Proposed Amendments.

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

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

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spending reductions continue as a result of the sequestration or ongoing shutdowns of the federal government occur. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments."

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

Certain Provisions of the Second Subordinate Indenture

The Second Subordinate Indenture provides that Second Subordinate Obligations are payable from and secured by a subordinate pledge of the Revenue and other amounts pledged to the Senior Obligations as described above under "Toll Bridge Revenue Bonds" and "Certain Provisions of the Senior Indenture" (other than amounts held in the reserve fund for Senior Bonds, other proceeds of Senior Bonds, and interest subsidy payments received from the federal government on account of the issuance of Senior Bonds as Build America Bonds) and the Subordinate Obligations (other than amounts held in the reserve fund for Subordinate Bonds, other proceeds of Subordinate Bonds, and interest subsidy payments received from the federal government on account of the issuance of Subordinate Bonds as Build America Bonds). In addition, Second Subordinate Obligations are payable from and secured by interest earnings on fund balances held under the Second Subordinate Indenture and all amounts (including the proceeds of Second Subordinate Bonds) held by the Second Subordinate Indenture Trustee (except amounts on deposit to be used to make rebate payments to the federal government and amounts on deposit to be used to provide liquidity support for variable rate demand Second Subordinate Bonds). The pledge securing Second Subordinate Obligations is irrevocable until all Second Subordinate Obligations are no longer outstanding.

Authority for Issuance of Second Subordinate Bonds. The Second Subordinate Indenture permits Second Subordinate Bonds to be issued pursuant to the Act to finance the construction, improvement and equipping of the Bridge System and for any of the other purposes authorized by the Act, including refunding Senior Obligations, Subordinate Obligations, and Second Subordinate Obligations, including in accordance with the Refunding Bond Law.

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

Revenue so received from the Authority by the Second Subordinate Indenture Trustee is required by the Second Subordinate Indenture to be deposited in trust in the Bond Fund under the Second Subordinate Indenture. All Revenue held in that Bond Fund is to be held, applied, used and withdrawn only as provided in the Second Subordinate Indenture or in the Written Instruction (as defined in the Second Subordinate Indenture).

The Second Subordinate Indenture Trustee has been instructed by the Authority to (i) transfer to the Senior Indenture Trustee any Revenue (as defined and provided in the Senior Indenture) on deposit in the Bond Fund held by the Second Subordinate Indenture Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Senior Obligations or to replenish the reserve fund for the Senior Bonds; and (ii) transfer to the Subordinate Indenture Trustee any Revenue (as defined and provided in the Subordinate Indenture) on deposit in the Bond Fund held by

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the Second Subordinate Indenture Trustee to the extent that there is any shortfall in amounts needed to make timely payments of principal, interest, and premium, if any, on Subordinate Obligations or to replenish the reserve fund for the Subordinate Bonds. Any such transfers to the Senior Indenture Trustee or the Subordinate Indenture Trustee will not include proceeds of Second Subordinate Bonds, any funds received by the Second Subordinate Indenture Trustee on account of any draw under a Credit Support Agreement or Liquidity Instrument, or any amounts attributable to a reserve account for Second Subordinate Bonds. The Senior Indenture Trustee has been instructed by the Authority to transfer to the Subordinate Indenture Trustee any amounts on deposit in the Fees and Expenses Fund under the Senior Indenture to the extent that there is any shortfall in the Bond Fund under the Subordinate Indenture of amounts needed to make timely payments of principal, interest, and premium, if any, on Subordinate Obligations and to replenish the reserve fund for the Subordinate Bonds, provided that no such transfer is to be made to the extent there is also a concurrent shortfall in the Bond Fund or reserve fund under the Senior Indenture. The Senior Indenture Trustee has also been instructed by the Authority to transfer (following the transfers required by the immediately preceding sentence) to the Second Subordinate Indenture Trustee any amounts on deposit in the Fees and Expenses Fund under the Senior Indenture to the extent that there is any shortfall in the Bond Fund under the Second Subordinate Indenture of amounts needed to make timely payments of principal, interest, and premium, if any, on Second Subordinate Obligations and to replenish the reserve fund for the Second Subordinate Bonds, provided that no such transfer is to be made to the extent there is also a concurrent shortfall in the Bond Fund or reserve fund under the Senior Indenture or the Subordinate Indenture. The Authority has instructed each trustee to notify the other trustees on the third Business Day preceding each principal or interest payment date of the need for such a transfer and to request such transfer on the second Business Day preceding each such payment date.

Toll Rate Covenants. The Authority covenants in the Second Subordinate Indenture that it will at all times establish and maintain tolls on the Bridge System at rates projected by it to generate sufficient Revenue (as defined in the Second Subordinate Indenture) to pay, as and when due, amounts due on all Senior Obligations, Subordinate Obligations, Second Subordinate Obligations, Operations and Maintenance Expenses, and other obligations of the Authority, and to otherwise comply with the Act.

The Authority also has covenanted in the Second Subordinate Indenture to compute the debt service coverage ratio specified in the Second Subordinate Indenture within ten Business Days after the beginning of each Fiscal Year and to take such action as promptly as practicable thereafter (including, without limitation, increasing Bridge Toll Revenues through toll increases) as the Authority projects is necessary to cause the projected debt service coverage ratio for that Fiscal Year to equal or exceed 1.10:1. The Authority also has covenanted in the Second Subordinate Indenture that, if no Senior Obligations and Subordinate Obligations are outstanding and the Senior Indenture and Subordinate Indenture have been discharged, it will increase tolls if any of the ratios, based on budgeted amounts for such Fiscal Year, is less than the required level specified in the Second Subordinate Indenture. See APPENDIX D — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE – THE SECOND SUBORDINATE INDENTURE – Covenants of the Authority – Toll Rate Covenants."

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

(a) the Second Subordinate Obligations are issued for refunding purposes to provide funds for the payment of any or all of the following: (1) the principal or redemption price of the Senior Obligations, Subordinate Obligations, or Second Subordinate Obligations to be refunded; (2) all expenses incident to the calling, retiring or paying of such Senior

Obligations, Subordinate Obligations, or Second Subordinate Obligations, and the Costs of Issuance of such refunding Second Subordinate Obligations; (3) interest on all Senior Obligations, Subordinate Obligations, or Second Subordinate Obligations to be refunded to the date such Senior Obligations, Subordinate Obligations, or Second Subordinate Obligations will be called for redemption or paid at maturity; and (4) interest on the refunding Second Subordinate Obligations from the date thereof to the date of payment or redemption of the Senior Obligations, Subordinate Obligations, or Second Subordinate Obligations to be refunded; or

(b) an Authorized Representative determines and certifies, as of the date of issuance of the additional Second Subordinate Obligations: (1) if no Senior Obligations and Subordinate Obligations are outstanding and the Senior Indenture and Subordinate Indenture have been discharged, that either: (i) the ratio of (A) Second Subordinate Revenue for the most recent Fiscal Year for which audited financial statements are available to (B) Maximum Annual Debt Service (defined in the Second Subordinate Indenture to include debt service on all Senior Obligations, Subordinate Obligations, and Second Subordinate Obligations), calculated as of the date of sale of, and including, such additional Second Subordinate Obligations, will not be less than 1.50:1; or (ii) the ratio of (A) projected Second Subordinate Revenue for each of three consecutive Fiscal Years (beginning with the current Fiscal Year or the Fiscal Year after the current Fiscal Year), including in such projections amounts projected to be received from any adopted toll increase or planned openings of an additional Bridge to (B) Maximum Annual Debt Service, calculated as of the date of sale of, and including, such additional Second Subordinate Obligations, will not be less than 1.50:1; or (2) while any Senior Obligations or Subordinate Obligations remain outstanding and either the Senior Indenture or the Subordinate Indenture remains undischarged, that either: (i) the ratio of (A) Second Subordinate Revenue for the most recent Fiscal Year for which audited financial statements are available to (B) Maximum Annual Debt Service (defined in the Second Subordinate Indenture to include debt service on all Senior Obligations, Subordinate Obligations, and Second Subordinate Obligations), calculated as of the date of sale of, and including, such additional Second Subordinate Obligations, will not be less than 1.20:1; or (ii) the ratio of (A) projected Second Subordinate Revenue for each of three consecutive Fiscal Years (beginning with the current Fiscal Year or the Fiscal Year after the current Fiscal Year) to (B) Annual Debt Service, calculated as of the date of sale of, and including, such additional Second Subordinate Obligations, for each such Fiscal Year, will not be less than 1.20:1; and of (X) projected Second Subordinate Revenue for the third such consecutive Fiscal Year to (Y) Maximum Annual Debt Service, calculated as of the date of sale of, and including, such Second Subordinate Obligations, will not be less than 1.20:1. In calculating projected Second Subordinate Revenue, the Authority will take into account amounts projected to be received from any adopted toll increase or increases and any additional Bay Area Bridge or Bridges.

The Second Subordinate Indenture includes definitions of Second Subordinate Revenue, Annual Debt Service, and Maximum Annual Debt Service and other requirements for the issuance of additional Second Subordinate Obligations. See APPENDIX D — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE — THE SECOND SUBORDINATE INDENTURE — Additional Second Subordinate Bonds."

Pursuant to the Second Subordinate Indenture, at such time as the Authority determines to issue additional Second Subordinate Obligations, the Authority shall, in addition to fulfilling the requirements of the Second Subordinate Indenture described above, file with the Second Subordinate Indenture Trustee

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

Second Subordinate Reserve Fund. Second Subordinate Obligations may be issued with or without a Second Subordinate Reserve Requirement. The Authority will determine at the time of issuance of a series of Second Subordinate Obligations whether to establish a Second Subordinate Reserve Requirement for that series and the amount of the Second Subordinate Reserve Requirement. On the date of issuance of any series of Second Subordinate Obligations that has a Second Subordinate Reserve Requirement, the Second Subordinate Reserve Requirement will be deposited in the Reserve Account established under the Second Subordinate Indenture for the benefit of those Second Subordinate Obligations. Alternatively, the Authority may decide to establish a pooled Second Subordinate Reserve Requirement for that series of Second Subordinate Obligations and any one or more subsequently issued series of Second Subordinate Obligations with the same pooled Second Subordinate Reserve Requirement, in which case an amount necessary to bring the amount on deposit in the pooled Reserve Account to such pooled Second Subordinate Reserve Requirement will be deposited in the pooled Reserve Account established under the Second Subordinate Indenture. As of the date hereof, only the Bay Area Toll Authority San Francisco Bay Area Second Subordinate Toll Bridge Revenue Bonds, Series SSL-1 are secured by a Reserve Account.

Money in an account in the Second Subordinate Reserve Fund shall be used and withdrawn by the Second Subordinate Indenture Trustee solely for the purpose of paying principal of and interest on the Second Subordinate Obligations for which such account is held when such principal and interest are due if insufficient moneys for the payment thereof are on deposit with the Second Subordinate Indenture Trustee. The Authority is to replenish amounts drawn from the Second Subordinate Reserve Fund by making monthly transfers to the Second Subordinate Indenture Trustee equal to one-twelfth (1/12th) of the aggregate amount of the deficiency in the Second Subordinate Reserve Fund. See APPENDIX D — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE — THE SECOND SUBORDINATE INDENTURE — Funds and Accounts — Establishment, Funding and Application of the Reserve Fund; Reserve Accounts."

[The [202_ Series ____ Bonds] will not have a Second Subordinate Reserve Requirement, and no Reserve Account will be established under the Second Subordinate Indenture for the benefit of the [202_ Series ____ Bonds].]

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

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RISK FACTORS

The primary source of payment for the Authority's toll bridge revenue bonds is the Authority's Bridge Toll Revenues. The level of Bridge Toll Revenues collected at any time is dependent upon the level of traffic on the Bridge System, which, in turn, is related to several factors, including without limitation, the factors indicated below. [TO BE UPDATED AS NECESSARY PER TRANSACTION AND PARTICIPANTS]

Uncertainties of Pro Forma and Assumptions

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

Risk of Earthquake

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

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

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

In March 2015, the Working Group on California Earthquake Probabilities (a collaborative effort of the U.S. Geological Survey (the "U.S.G.S"), the California Geological Society, and the Southern California Earthquake Center) reported that there is a 72% chance that one or more earthquakes of magnitude 6.7 or larger will occur in the San Francisco Bay Area before the year 2045. In addition, the U.S.G.S. released a report in April 2017 entitled the HayWired Earthquake Scenario, which estimates property damage and direct business disruption losses of $82 billion (in 2016 dollars) from a magnitude 7.0

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earthquake on the Hayward Fault. Such earthquakes may be very destructive. Property within the San Francisco Bay Area could sustain extensive damage in a major earthquake, Bridges or their highway approach routes could be damaged, destroyed or rendered unusable for a period of time, and a major earthquake could adversely affect the area's economic activity, which could in turn affect commuting patterns and traffic on the Bridge System.

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

Climate Change and Other Force Majeure Events

Operation of the Bridge System and collection of bridge tolls is also at risk from other events of force majeure, such as climate change, damaging storms, winds and floods, fires and explosions, sea level rise, spills of hazardous substances, allisions involving maritime vessels, strikes and lockouts, sabotage, wars, blockades and riots, civil protests that interrupt traffic on the Bridges, or future outbreaks or pandemics as discussed further in "Public Health Considerations" below. The Authority cannot predict the specific timing and severity of future fiscal impacts as a result of other events of force majeure, but the potential impact of such events on the financial condition of the Authority or on the Authority's ability to pay the principal of and interest on the Authority's toll bridge revenue bonds as and when due could be significant. Many entities in the state, including among others the California legislature, Caltrans and MTC, are preparing for a changing climate and the resulting economic, infrastructure, health and other impacts and are engaged in an ongoing process of analyzing the potential changes and implementing various resilience measures. See APPENDIX A – "RELATED ENTITIES – Metropolitan Transportation Commission – *Climate Change, Resiliency and Ongoing Planning.*"

As part of the Seismic Retrofit Program, each of the Bridges has been seismically retrofitted in accordance with various seismic strategies as described in "— Risk of Earthquake" above and in APPENDIX A – "THE BRIDGE SYSTEM."

In the event of maritime allisions, the presence of fenders, navigational systems, and other aspects of Bridge design and maritime operations help mitigate the risk of Bridge damage. The Authority cannot predict, however, the extent of the physical damage that any such allision may inflict and the extent to which Bridge Toll Revenues will be impacted by any such event or any necessary reconstruction or repair projects resulting therefrom. See APPENDIX A – "THE BRIDGE SYSTEM – General – *Bridge System Review*" for a discussion of a recent National Transportation Safety Board report relating to maritime allisions.

Threats and Acts of Terrorism

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

No Insurance Coverage

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No business interruption insurance or any other commercially available insurance coverage is currently maintained by the Authority or Caltrans with respect to damage to or loss of use of any of the Bridges. However, pursuant to the Restated and Amended Cooperative Agreement, dated April 25, 2006, between the Authority and Caltrans (as amended from time to time pursuant to its terms, the "Cooperative Agreement"), the Authority currently maintains a self-insurance fund. The Cooperative Agreement calls for a minimum balance of $50 million, which would be available for reconstruction, repair and operations in the event of damage due to a major emergency which would result in closure to traffic of a Bridge estimated to extend more than 30 days and to exceed $10 million in cost. Such reserve is maintained pursuant to the Cooperative Agreement and upon agreement of Caltrans and the Authority may be reduced or eliminated in its entirety. Pursuant to the Cooperative Agreement, replenishment of funds used for such repairs would be made by the Authority from Bridge Toll Revenues.

The Authority's fiscal year [2025/2026] budget contemplates the continued maintenance of an approximately $[__] billion reserve designed to provide liquidity for costs associated with various risks and operating and other expenses to help the Authority maintain operations through various emergency scenarios. See APPENDIX A – "AUTHORITY FINANCIAL AND OPERATING INFORMATION – Cash Reserves" for more information on the reserve. Moreover, the Authority expects that emergency assistance and loans from the federal government would be made available to the State in the event of major damage to the Bridges caused by a major earthquake or other force majeure event.

Economic Conditions and Financial Markets

The U.S. economy is unpredictable. Economic downturns and other unfavorable economic conditions have previously impacted the transportation sector and may impact the financial condition of the Authority. Broad economic factors—such as inflation, unemployment rates, tariffs or instabilities in consumer demand and consumer spending—may adversely affect the Bridge Toll Revenues, the cost to maintain the Bridge System, and consequently, the Authority's ability to pay debt service on the [202_ Series ____ Bonds]. Other economic conditions that from time to time may adversely affect the Bridge Toll Revenues include but are not limited to: (1) increased business failures and consumer and business bankruptcies, (2) continued or increasing remote work patterns, (3) migration of major employers out of the Bay Area, (4) volatility in the banking and financial markets, (5) unavailability of liquidity during periods of economic stress caused by delayed reimbursement or payment, or increased costs of liquidity facilities, and (6) increased operating costs. The Authority carefully monitors economic and financial conditions and the related effects on Bridge Toll Revenues, however, it is unable to predict the short- or long-term effects of financial and economic conditions on Bridge Toll Revenues.

Economic Factors; Increasing Tolls

The amount of Bridge Toll Revenues collected is dependent upon economic and demographic conditions including, but not limited to, inflation and recessions in the San Francisco Bay Area and the State, and therefore there can be no assurance that historical data with respect to collections of Bridge Toll revenues will be indicative of future receipts. A substantial deterioration in the level of economic activity within the San Francisco Bay Area could have an adverse impact upon the level of Bridge Toll Revenues collected. In addition, the occurrence of any natural catastrophe such as an earthquake may negatively affect the San Francisco Bay Area economy or traffic using the Bridge System or both.

Traffic using the Bridge System and toll revenues collected declined substantially in Fiscal Years ended June 30, 2020 and June 30, 2021 as a result of the COVID-19 pandemic. See APPENDIX A – "THE BRIDGE SYSTEM – Bridge Traffic." Bridge Toll Revenues may also decline due to traffic interruptions as a result of construction, civil protests, greater carpooling or use of mass transit, increased costs of gasoline and of operating an automobile, continued reliance on telecommuting in lieu of commuting to

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work, relocation of businesses to suburban locations and similar activities. Recent and future toll increases could have an adverse effect on the level of traffic on the Bridge System and the level of Bridge Toll Revenues collected. Lower traffic levels could result in lower total revenues, even though toll rates might increase. See APPENDIX A – "BAY AREA TOLL AUTHORITY – Toll Setting Authority."

Federal Funding Risks

Federal Policy Risk – In General. Federal policies on the federal debt ceiling, taxes, foreign trade and tariffs, immigration, climate change, clean energy, and other topics can shift dramatically from one administration to another. From time to time, such changes can result in dramatic shifts in the level of federal funding for various policy priorities, leading to unpredictability in future Federal funding. The Authority expects a heightened level of uncertainty in Federal funding over the next several years due to the change in federal administration.

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

The Budget Control Act of 2011 (the "Budget Control Act") provided for increases in the federal debt limit and established procedures designed to reduce the federal budget deficit. The Budget Control Act provided that a failure by Congress to otherwise reduce the deficit would result in sequestration: automatic, generally across-the-board spending reductions. Sequestration became effective March 1, 2013, and resulted in a reduction of the subsidy payments received by the Authority in connection with its Build America Bonds by 8.7% or $6,161,348 through September 30, 2013. The Bipartisan Budget Act of 2013 extended and made certain modifications to sequestration, but generally did not affect the reduction of subsidy payments for Build America Bonds. The Federal Fiscal Year ("FFY") runs from October 1 through the succeeding September 30. Subsidy payments received by the Authority in connection with its Build America Bonds were reduced by 5.9% or $4,504,415 for FFY 2020, 5.7% or $4,326,608 for FFY 2021, 5.7% or $4,300,381 for FFY 2022, 5.7% or $4,238,469 for FFY 2023 and 5.7% or $4,064,816 for FFY 2024. The U.S. Treasury Department has announced a decrease in subsidy amounts by 5.7% through FFY 2030.

Furthermore, due to legislation related to COVID-19 relief, it was reported that the PAYGO scorecard could increase the overall sequestration percentage from the current level of 5.7% (under the Budget Control Act) to 100% effective in approximately mid-January of 2023. The Consolidated Appropriations Act of 2023, enacted in December of 2022, applied the PAYGO scorecard balance for January of 2023 to the PAYGO scorecard for FFY 2025, and the Disaster Relief Supplemental Appropriations Act of 2025 reset the PAYGO scorecard balances to zero.

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Additionally, Congress can terminate, extend, or otherwise modify reductions in subsidy payments due to sequestration at any time. Furthermore, the Executive Branch may take actions that could affect the payment of subsidy payments. The Authority can give no assurance regarding the level of subsidy payments it will receive in the future, or the likelihood of the further reduction or elimination of the subsidy payments for direct-pay bonds. The Authority does not currently expect any reductions due to sequestration to materially adversely affect its ability to make debt service payments in the current or future years.

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

Public Health Considerations

The financial and operating condition of the Authority may be materially affected by a national or localized occurrence of a public health emergency or crisis, including an unexpected widespread outbreak of a contagious virus such as influenza, coronavirus (such as COVID-19), Ebola, Zika, H1N1 or other communicable disease, and the resulting actions by both federal, state and local governments and private sector employers, may have an adverse effect on the finances and operations of the Authority. See APPENDIX A – "THE BRIDGE SYSTEM – Bridge Traffic." The Authority cannot predict the scope or duration of preventative or mitigating actions taken by federal, state and local officials and private sector employers in response to any future public health emergency or crisis.

Variable Rate Obligations and Credit Facilities

The Authority has Outstanding Senior Bonds that are variable rate demand bonds bearing interest at a Daily Rate and at a Weekly Rate (the "VRDBs") that are supported by credit facilities (the "Credit Facilities"), which are scheduled to expire as described in Appendix A. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – TABLE 6 – SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS OUTSTANDING SENIOR DAILY AND WEEKLY RATE BONDS." The Authority cannot predict the availability or cost of extending or replacing Credit Facilities in the future or other refinancing strategies that will not require credit support.

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

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

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

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

Remarketing Risk

As of the date of sale and issuance of the [202_ Series ____ Bonds], the Authority has Senior Bonds outstanding bearing interest at a Term Rate or an Index Rate and that are not supported by a letter of credit or liquidity facility. These Senior Bonds are subject to mandatory tender on purchase dates ranging from April 1, 2026 to April 1, 2028. The Authority is not obligated to provide any other funds for the purchase of such Bonds other than remarketing proceeds and can give no assurance that sufficient remarketing proceeds will be available to pay such Bonds upon mandatory tender. If there are insufficient funds to purchase any Bonds at the end of any Term Rate Period or Index Rate Period, the owners of such Bonds will retain such Bonds and such Bonds will bear interest at a Weekly Rate which shall be the Stepped Rate. The Stepped Rate increases over time as the Bonds are unable to be remarketed and may reach 12%. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations – *Term Rate and Index Rate Bonds*."

Index Determination Risk

General Considerations. The Authority has a substantial amount of obligations and derivative contracts that are based on indices that are determined by third parties. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – TABLE 7 – SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS OUTSTANDING SENIOR TERM RATE AND INDEX RATE BONDS" and "– TABLE 10 – QUALIFIED SWAP AGREEMENTS" for a detailed listing. The Authority is not responsible or accountable in any way for the determination of these indices or the procedures used in making those determinations and is not a member of or affiliated in any way with the associations or organizations responsible for determining these indices. The procedures employed in determining these indices may be modified from time to time and the publication of these indices may be delayed or discontinued entirely without any Authority involvement. Also, external market forces may result in the volatility of these indices. Moreover, these indices may be the subject of manipulation, as has been previously alleged by the Authority.

The SIFMA Swap Index is determined by third parties, and the Authority is not responsible or accountable for its determination, the securities used in its determination or the procedures used in its determination. The Authority, the Underwriters, and the Index Agent have no control over the determination, calculation or publication of the SIFMA Swap Index. There can be no guarantee that the SIFMA Swap Index will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the [202_ Series ____ Bonds]. If the manner in which the SIFMA Swap Index is calculated is changed, that change may result in changes to the SIFMA Swap Index, which could result in a reduction in the amount of interest becoming due and payable on, or the market price of, the [202_ Series ____ Bonds].

Swap Related Risks. The Authority has Qualified Swap Agreements having, as of June 30, 202_, a notional amount of $[#,###,###,###] outstanding with various counterparties pursuant to which the

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Authority pays a fixed rate and receives a variable rate based on an index (the "Fixed Rate Payer Swaps"). The variable rates received pursuant to such agreements, which are SOFR-based (as defined below), may differ, at times substantially, from the interest rates on the Senior Bonds corresponding to such swap agreements. In addition, if the counterparties to such Qualified Swap Agreements encounter financial difficulties, under certain circumstances payments may not be received from such counterparties. Additionally, the swap agreements may be terminated early due to the occurrence of a termination event or an event of default with respect to the Authority or with respect to a counterparty requiring, depending on market conditions at the time, termination payments to be made by the Authority. Such termination payments could be substantial and are payable as Subordinate Obligations, on a parity basis with the Subordinate Bonds and, while the Subordinate Bonds remain Outstanding, senior to the Second Subordinate Bonds. Based on the aggregate fair market value of the Fixed Rate Payer Swaps as of [DATE, 20__], had all of the Fixed Rate Payer Swaps terminated on such date, the payments due from the Authority would have aggregated approximately $[###,###,###]. For further discussion of the Authority's Qualified Swap Agreements, see APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements."

Index Rate Considerations. U.S. dollar London Inter-bank Offered Rates for multiple borrowing periods (collectively referred to as "LIBOR" in this section) were calculated and published by the benchmark's administrator, ICE Benchmark Administration Limited, which is regulated for such purposes by the United Kingdom's Financial Conduct Authority ("FCA").

On March 5, 2021, the FCA publicly announced that the cessation date for most U.S. Dollar LIBOR settings would occur on June 30, 2023.

On October 23, 2020, the International Swaps and Derivatives Association, Inc. (the "ISDA") published a multilateral "protocol" through which existing legacy swap contracts may be modified to incorporate provisions addressing the trigger events leading to replacement of LIBOR, as well as the replacement of LIBOR with a rate based on an adjusted Secured Overnight Financing Rate ("SOFR"), more specifically, "compounded in arrears" SOFR for the applicable tenor, as adjusted to include the applicable credit spread adjustment. This protocol became effective on January 25, 2021. The Authority understands based on the list of adhering parties published by ISDA, each of its Qualified Swap Agreement counterparties have adhered to this protocol. In accordance with the terms of the protocol, the variable rates received by the Authority under its Qualified Swap Agreements were based on SOFR, instead of LIBOR, for calculation periods commencing after the cessation date.

The SOFR-based rate may differ, perhaps significantly, from LIBOR and may differ, perhaps significantly, from the interest rate to be paid by the Authority on the debt financing relating to such Qualified Swap Agreement. For a discussion of the Authority's Qualified Swap Agreements, see APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements."

Cybersecurity

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

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The Authority, through itself and its contractors, implements physical, technical, and administrative safeguards to protect the operations of its Information and Operations Technology and PII, including measures to comply with applicable requirements of federal and state law, including without limitation Streets and Highways Code Section 31490. Additionally, the Authority, through its contractors meets payment card industry ("PCI") compliance. Despite implementation of a security program and measures to protect its Information and Operations Technology and PII, the Authority and its contractors' network, systems, information and other assets are vulnerable to cybersecurity risks and threats, including those that may result in the compromise of PII, theft or manipulation of information or loss of toll funds, and operational disruptions and outages, by employees through error or malfeasance, criminal or malicious hackers, terrorists, and hacktivists. Any such security incident, intrusion, or attack could result in unauthorized access to or acquisition of sensitive information, financial information, or PII, disruptions to the Authority's operations (including toll collection and financial reporting or other activities), legal claims or proceedings (including but not limited to legal claims or proceedings under laws that protect the privacy of personal information), and regulatory inquiries and penalties. Although the Authority maintains a cyber insurance policy providing certain coverage for data protection risks, such insurance may not be sufficient to offset the impact of a material cybersecurity incident.

Future Legislation

Federal Legislation. Legislation is periodically introduced in the U.S. Congress that could affect the finances or operations of the Authority or MTC or both. Examples of federal legislative proposals that could have an adverse effect on the Authority or MTC or both if they were to become law include, but are not limited to: (1) changes in federal funding for transportation infrastructure such as the Bridge System, (2) limitations on the amount or availability of tax-exempt financing under Section 103 of the Code, or (3) elimination of the exclusion of interest on tax-exempt bonds from gross income for all or some taxpayers. Legislative proposals to eliminate or limit the benefit of tax-exempt interest on bonds such as the [202_ Series ____ Bonds] have been made in the past, may currently be under consideration, and may be made again in the future. If adopted, any such proposal could alter the federal tax treatment described under the heading "TAX MATTERS" or could adversely affect the market value or marketability of the [202_ Series ____ Bonds] and the financial condition of the Authority due to increased costs to the Authority to finance future capital needs or increased interest payments on existing obligations of the Authority. The Authority cannot predict whether any such legislation will be introduced or enacted in current or future sessions of the U.S. Congress.

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

Constitutional Limitations

Voter Initiatives.

California Constitutional provisions allow for amendments by voter approval of qualified initiative petitions as well as legislative proposals and referendums. Over the years, such amendments have limited state and local taxing and spending powers. For example, in 1996, the voters of the State approved Proposition 218, a constitutional initiative, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of local governments to levy and collect both existing and future taxes, assessments, fees and charges. Proposition 218 requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or

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increase of special taxes by a local government. Proposition 218 also provides for broad initiative powers to reduce or repeal any local tax, assessment, fee or charge.

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

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

In 2017, Senate Bill 595 ("SB 595") was enacted, imposing a toll increase of up to $3.00 for the Bridge System, subject to approval of the increase by a majority of voters in the San Francisco Bay Area. A regional ballot measure, entitled Regional Measure 3 ("RM3"), was placed on the ballot in all nine counties in the San Francisco Bay Area and, on June 5, 2018, a majority of Bay Area voters approved RM3, including a toll increase of $3.00 phased in over time (the "SB 595/RM3 Tolls"). Two suits were subsequently filed asserting, among other claims, that SB 595 is a change in state statute resulting in a higher tax, which would require approval of two-thirds of all members of the State Legislature, and RM3 is a tax which requires two-thirds voter approval under Propositions 26 and 218.

In connection with a consolidated appeal by plaintiffs, in June 2020, the California Court of Appeal, First Appellate District (the "Court of Appeal") agreed with the Authority's arguments that the toll increase imposed by SB 595 is excepted from the definition of tax under Article XIII A because it is a charge imposed for the entrance to or use of State property, and that such exception is not subject to limitations relating to the reasonableness of the cost of the toll increase or the manner in which such cost is allocated to payors, as plaintiffs had argued (the "*Jarvis* Decision"). In October 2020, the California Supreme Court granted review of the *Jarvis* Decision, but subsequently dismissed its review on January 25, 2023. On February 23, 2023, the Court of Appeal certified the *Jarvis* Decision as final. See APPENDIX A – "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*."

Future Voter Initiatives. Articles XIII A, XIII C and XIII D of the California Constitution were each adopted and amended pursuant to the State's constitutional initiative process. From time to time, other initiative measures could be adopted by voters that affect the Authority or Bridge Toll Revenues.

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Green Bonds Suitability

The purpose of labeling the [202_ Series ____ Bonds] as "Green Bonds – Climate Bond Certified" is to allow owners of the [202_ Series ____ Bonds] to invest in bonds that have financed environmentally beneficial projects. The Authority does not make any representation as to the suitability of the [202_ Series ____ Bonds] to fulfill such environmental and/or sustainability criteria of any particular investor. The [202_ Series ____ Bonds] may not be a suitable investment for all investors seeking exposure to green and/or sustainable assets. There is currently no market consensus on what precise attributes are required for a particular project to be defined as "green" or "sustainable," and therefore no assurance can be provided to investors that the projects financed or refinanced by proceeds of the [202_ Series ____ Bonds] will continue to meet investor expectations regarding sustainability performance. Adverse environmental or social impacts may occur during the operation of such projects and where any negative impacts are insufficiently mitigated, such projects may become controversial, and/or may be criticized by activist groups and other stakeholders.

No representation is made as to the suitability of any [202_ Series ____ Bonds] to fulfill environmental and/or sustainability criteria required by prospective investors. Each potential purchaser of [202_ Series ____ Bonds] should determine for itself the relevance of the information contained or referred to herein regarding the use of proceeds and its purchase of [202_ Series ____ Bonds] should be based upon such investigation as it deems necessary. THERE CAN BE NO ASSURANCE THAT THE USE OF PROCEEDS OF THE [202_ SERIES ____ BONDS] WILL BE SUITABLE FOR THE INVESTMENT CRITERIA OF AN INVESTOR. It is the Authority's intention to apply the net proceeds received from the sale of the [202_ Series ____ Bonds] for environmentally sustainable projects, eligible under the Climate Bonds Initiative Standard (Version 4.0) and Sector Criteria as described in "SUMMARY OF FINANCING PLAN – Designation of [202_ Series ____ Bonds] as Green Bonds – Climate Bond Certified" and in APPENDIX A – "CAPITAL AND REGIONAL TRANSPORTATION PROJECTS – Regional Measure 3 Projects."

Prospective investors should review the information included in this Official Statement pertaining to the intended use of the proceeds of the [202_ Series ____ Bonds] and must determine for themselves the relevance of such information for the purpose of any investment in the [202_ Series ____ Bonds], together with any other investigation the investor deems necessary. In particular, no assurance is given by the Authority or any Underwriter that the use of such proceeds will satisfy, in whole or in part, any present or future investor expectations or requirements as to any investment criteria or guidelines with such investor or its investments are required to comply, whether by any present or future applicable law or regulations, or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental impact of any uses of the proceeds of the [202_ Series ____ Bonds].

Furthermore, it should be noted that there is currently no clearly defined definition of (legal, regulatory, or otherwise), nor market consensus as to what constitutes a "green" or an equivalently labeled project or as to what precise attributes are required for a particular project to be defined as "green" or such other equivalent label. No assurance can be given that such a clear definition will develop over time, or that, if developed, it will include the projects to be financed or refinanced with proceeds of the [202_ Series ____ Bonds]. Accordingly, no assurance is or can be given to investors that any uses of the [202_ Series ____ Bonds] will meet investor expectations regarding such "green" or other equivalently-labeled performance objectives or that any adverse environmental and/or other impacts will not occur during the construction or operation of projects to be financed with the proceeds of the [202_ Series ____ Bonds].

ABSENCE OF MATERIAL LITIGATION

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There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the [202_ Series ____ Bonds] the application of the proceeds thereof in accordance with the Senior Indenture and the Second Subordinate Indenture, the collection or application of the Bridge Toll Revenues (except as described in APPENDIX A – "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*"), or the statutory lien thereon, in any way contesting or affecting the validity or enforceability of the [202_ Series ____ Bonds], the Senior Indenture, the Subordinate Indenture or the Second Subordinate Indenture, in any way contesting the completeness or accuracy of this Official Statement or the powers of the Authority with respect to the [202_ Series ____ Bonds], the Senior Indenture, the Subordinate Indenture, and the Second Subordinate Indenture, or which could, if adversely decided, have a materially adverse impact on the Authority's financial position or the Authority's ability to collect Bridge Toll Revenues (except as described in APPENDIX A – "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*"). For other litigation involving the Authority, see APPENDIX A – "LITIGATION."

TAX MATTERS

[In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on [202_ Series ____ Bonds] is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). In the further opinion of Bond Counsel, interest on the [202_ Series ____ Bonds] is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that, interest on the [202_ Series ____ Bonds] included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Interest on the [202_ Series ____ Bonds] is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on the [202_ Series ____ Bonds]. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix F hereto.

To the extent the issue price of any maturity of the [202_ Series ____ Bonds] is less than the amount to be paid at maturity of such [202_ Series ____ Bonds] (excluding amounts stated to be interest and payable at least annually over the term of such [202_ Series ____ Bonds]), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the [202_ Series ____ Bonds] which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the [202_ Series ____ Bonds] is the first price at which a substantial amount of such maturity of the [202_ Series ____ Bonds] is sold to the public (excluding [202_ Series ____ Bond] houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the [202_ Series ____ Bonds] accrues daily over the term to maturity of such [202_ Series ____ Bonds] on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such [202_ Series ____ Bonds] to determine taxable gain or loss upon trade or business disposition (including sale, redemption, or payment on maturity) of such [202_ Series ____ Bonds]. Beneficial Owners of the [202_ Series ____ Bonds] should consult their own tax advisors with respect to the tax consequences of ownership of [202_ Series ____ Bonds] with original issue discount, including the treatment of Beneficial Owners who do not purchase

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such [202_ Series ____ Bonds] in the original offering to the public at the first price at which a substantial amount of such [202_ Series ____ Bonds] is sold to the public.

[202_ Series ____ Bonds] purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium [202_ Series ____ Bonds]") will be treated as having amortizable [202_ Series ____ Bond] premium. No deduction is allowable for the amortizable [202_ Series ____ Bond] premium in the case of [202_ Series ____ Bonds], like the Premium [202_ Series ____ Bonds], the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium [202_ Series ____ Bond], will be reduced by the amount of amortizable [202_ Series ____ Bond] premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium [202_ Series ____ Bonds] should consult their own tax advisors with respect to the proper treatment of amortizable [202_ Series ____ Bond] premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the [202_ Series ____ Bonds]. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the [202_ Series ____ Bonds] will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the [202_ Series ____ Bonds] being included in gross income for federal income tax purposes, possibly from the date of original issuance of the [202_ Series ____ Bonds]. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the [202_ Series ____ Bonds] may adversely affect the value of, or the tax status of interest on, the [202_ Series ____ Bonds]. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the [202_ Series ____ Bonds] is excluded from gross income for federal income tax purposes and that interest on the [202_ Series ____ Bonds] is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the [202_ Series ____ Bonds] may otherwise affect a beneficial owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the beneficial owner or the beneficial owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the [202_ Series ____ Bonds] to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the [202_ Series ____ Bonds]. Prospective purchasers of the [202_ Series ____ Bonds] should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the [202_ Series ____ Bonds] for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or about the effect of future changes in the Code, the applicable

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regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is includable in the gross income of the beneficial owners thereof for federal income tax purposes. Bond Counsel is not obligated to defend the beneficial owners regarding the tax-exempt status of the [202_ Series ____ Bonds] in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority and their appointed counsel, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the [202_ Series ____ Bonds] for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the [202_ Series ____ Bonds], and may cause the Authority or the beneficial owners to incur significant expense.]

[TO BE UPDATED IF TAXABLE]

LEGAL MATTERS

The validity of the [202_ Series ____ Bonds] and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of opinion of Bond Counsel is contained in Appendix F hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Authority by its general counsel and by Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel to the Authority, and for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth LLP.

RATINGS

[202_ Series ____ Bonds]

S&P Global Ratings ("S&P") has assigned a rating of "[___]" to the [202_ Series ____ Bonds]. Fitch Ratings ("Fitch") has assigned a rating of "[___]" to the [202_ Series ____ Bonds].

[202_ Series ____ Bonds]

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

Meaning of Ratings

The ratings described above reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Fitch Ratings, 300 W. 57th Street, New York, New York 10019; and S&P Global Ratings, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. Such ratings could be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of any of such ratings may have an adverse effect on the market price of the [202_ Series ____ Bonds].

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UNDERWRITING

The Authority has entered into a purchase contract dated [_____, 20__] (the "Bonds Purchase Contract") with respect to the [202_ Series ____ Bonds] with [Book-Runner], on behalf of itself and as the representative (the "Representative") of [Additional Underwriters] (collectively, with the Representative, the "Underwriters"). Pursuant to the Bonds Purchase Contract, the Underwriters have agreed, subject to conditions, to purchase the [202_ Series ____ Bonds] at a purchase price of $[_____], which represents the aggregate principal amount of the [202_ Series ____ Bonds] less an underwriters' discount of $[_____].

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

[UNDERWRITERS – TO PROVIDE UPDATES PER TRANSACTION]

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

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority (including the Refunded Bonds that are being refunded with the proceeds of the [202_ Series ____ Bonds]). See "RELATIONSHIP OF CERTAIN PARTIES" below.

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

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

[VERIFICATION REPORT]

[Upon deposit of funds with, and purchase of securities by, the [Second Subordinate] Indenture Trustee, as escrow agent with respect to the [Refunded Bonds], [_____, _____], will deliver a report stating that the firm has verified the mathematical accuracy of certain computations relating to the adequacy of the maturing principal of and interest on the investments in the [202_ Series __ Escrow Fund] and the other moneys in such funds to pay when due the interest on and the maturing principal or redemption price of the [Refunded Bonds]. See "SUMMARY OF FINANCING PLAN" herein.]

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MUNICIPAL ADVISOR

The Authority has retained Montague DeRose and Associates, L.L.C., Westlake Village, California, as municipal advisor (the "Municipal Advisor") in connection with the issuance of the [202_ Series ____ Bonds]. The Municipal Advisor is an Independent Registered Municipal Advisor under section 15B of the Securities Exchange Act of 1934 and the rules promulgated thereunder by the Securities and Exchange Commission. The Municipal Advisor has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

RELATIONSHIP OF CERTAIN PARTIES

Barclays Capital Inc. is serving as an underwriter of the [202_ Series ___ Bonds] and is a remarketing agent for some of the Authority's outstanding Senior Bonds. Barclays Bank PLC, [an affiliate of Barclays Capital Inc.,] is a party to several Outstanding Reimbursement Agreements. Wells Fargo Bank, National Association is serving as an underwriter of the [202_ Series ___ Bonds] and is a remarketing agent for some of the Authority's outstanding Senior Bonds. Wells Fargo Bank, N.A. has entered into Qualified Swap Agreements with the Authority. JPMorgan Chase Bank, National Association has entered into Qualified Swap Agreements with the Authority and is a remarketing agent for some of the Authority's outstanding Senior Bonds. J.P. Morgan is an underwriter with respect to the [202_ Series ___ Bonds] and is a remarketing agent for some of the Authority's outstanding Senior Bonds. J.P. Morgan and JPMorgan Chase Bank, National Association are affiliated and are subsidiaries of JPMorgan Chase & Co. The Bank of New York Mellon has entered into Qualified Swap Agreements with the Authority. Bank of America, N.A. ("BANA") has entered into Qualified Swap Agreements with the Authority. BANA is also a party to several Outstanding Reimbursement Agreements. BofA Securities, Inc. is an underwriter with respect to the [202_ Series ___ Bonds] and is a remarketing agent for some of the Authority's outstanding Senior Bonds. BofA Securities, Inc. and BANA are affiliated and are subsidiaries of Bank of America Corporation. The Bank of New York Mellon Trust Company, N.A. and The Bank of New York Mellon are affiliated and are subsidiaries of The Bank of New York Mellon Corporation. See APPENDIX A – "OUTSTANDING AUTHORITY OBLIGATIONS – Qualified Swap Agreements" and "OTHER AUTHORITY OBLIGATIONS – Credit Facilities."

The Authority's capital improvement projects and related activities, including the sale of the [202_ Series ___ Bonds], have been made possible, in part, by hiring underwriters, remarketing agents, bond insurers, reserve surety providers, liquidity providers, letter of credit providers, trustees and interest rate swap counterparties to assist the Authority. Certain of these entities or their affiliates have and continue to participate in more than one capacity in financings for, and contractual relationships with, the Authority.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the owners and beneficial owners of certain of its Bonds, including the [202_ Series ____ Bonds], to cause to be provided annual reports to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website ("EMMA") for purposes of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Rule"), including its audited financial statements and operating and other information as described in the Continuing Disclosure Agreements. Pursuant to such undertakings, the Authority will provide an annual report through EMMA not later than nine months after the end of each Fiscal Year of the Authority (presently June 30). The form of the Continuing Disclosure Agreement for the [202_ Series ____ Bonds] is attached as Appendix H hereto, and the form of the Continuing Disclosure Agreement for the [202_ Series ____ Bonds] is attached as Appendix H hereto.

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On December 8, 2022, Fitch downgraded certain ratings for Sumitomo Mitsui Banking Corporation, the letter of credit provider for the Authority's San Francisco Bay Area Toll Bridge Revenue Bonds, 2007 Series B-2, 2008 Series C-1, 2019 Series B (Variable Rate Bonds) and 2019 Series D (Variable Rate Bonds), and as a result downgraded its long-term ratings assigned to such bonds. The Authority filed notice of the new rating assignment on EMMA with respect to the 2019 Series B and 2019 Series D Bonds more than 10 business days after such date.

MISCELLANEOUS

This Official Statement is not to be construed as a contract or agreement between the Authority and holders of any of the [202_ Series ____ Bonds]. All quotations from and summaries and explanations of the statutes and documents described herein and related thereto, do not purport to be complete, and reference is made to said documents and statutes for full and complete statements of their provisions.

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

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

BAY AREA TOLL AUTHORITY

By: _____
Executive Director

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FORM OF APPENDIX A

BAY AREA TOLL AUTHORITY

(FOR BONDS TO BE ISSUED AS AUTHORIZED BY RESOLUTION NO. 194[†])

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[†] **This Form of Appendix A, dated as of January 6, 2026, is not final and remains subject to ongoing review and update at the time of each BATA bond offering, including, without limitation updates of current financial and operating data and discussion of ongoing bridge projects and related matters. All historical financial and operating data of the Authority in this Form of Appendix A is prepared based on audited financial data for the Fiscal Year Ended 2025. The Authority has authorized updates to this Form of Appendix A necessary to provide material, accurate and complete disclosure to investors in connection with the issuance of Bonds under the terms of the Resolution**.

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INTRODUCTION

This Appendix A to the Official Statement contains information concerning the Bay Area Toll Authority (the "Authority" or "BATA"), and certain related entities, and includes descriptions of aspects of the Bridge System (as defined herein), capital projects for the Bridge System and other transit programs, and financial and operating information of the Authority and certain other investment considerations. References herein to "FYE" and "Fiscal Year" refer to, as the context requires, the fiscal year or years ended or ending June 30 for the Metropolitan Transportation Commission ("MTC" or the "Commission") and the Authority. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision. Historic information about the Authority's finances and operations presented in this Official Statement (including this Appendix A) should be considered in light of various factors that have influenced the finances and operations of the Authority. Collectively, the Authority's Senior Indenture, Subordinate Indenture and Second Subordinate Indenture are referred to herein as the "Indentures." Capitalized terms used but not otherwise defined in this Appendix A shall have the meaning given in the forepart of this Official Statement.

BAY AREA TOLL AUTHORITY

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

The Authority is a public agency created in 1997 by California law. It operates pursuant to Chapters 4, 4.3 and 4.5 of Division 17 of the California Streets and Highways Code and the provisions of the Revenue Bond Law of 1941 made applicable to the Authority by California Streets and Highways Code Section 30961 (collectively, as amended from time to time, the "Act"). The Act provides the Authority with broad toll-setting authority for the Bridges. As further described herein, under state law, the Authority manages the FasTrak® electronic toll collection program and administers all toll revenue from the Bridge System. The Authority, along with the California Department of Transportation ("Caltrans") and the California Transportation Commission, administered the state seismic retrofit of each Bridge within the Bridge System (the "Seismic Retrofit Program"). Caltrans is responsible for maintaining the Bridge System in good repair and condition, and the Authority is responsible for paying all the costs of operating and maintaining the Bridge System. See "BRIDGE TOLL REVENUES – Operations and Maintenance."

Governance

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

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Toll Setting Authority

California law provides the Authority with broad toll setting authority and requires the Authority to increase the toll rates specified in its adopted toll schedule to meet its obligations and covenants under any toll bridge revenue bond resolution or indenture of the Authority for any outstanding toll bridge revenue bonds issued by the Authority, including obligations under bond-related interest rate swaps, credit and liquidity agreements. California law further authorizes the Authority to increase the toll rates specified in its adopted toll schedule to provide funds for the planning, design, construction, operation, maintenance, repair, replacement, rehabilitation, and seismic retrofit of the Bridges. No legislation, consent or approval by any other entity is required for such toll rate increases, nor are they limited in amount or duration. The Authority is required to hold certain public hearings or meetings, and to provide at least 30 days' notice to the State Legislature, before increasing tolls.

As further described herein, the Authority reviews from time to time the need for increases in toll rates for projects that improve the functioning or use of one or more of the Bridges. In addition, the State has in the past, and may in the future, enact additional legislation authorizing toll increases to fund certain projects, including projects that enhance safety, mobility, access or other related benefits in the Bridge System corridor, subject to any conditions the State may choose to specify in such legislation, including voter approval of such increases and expenditures. In one recent such instance, plaintiffs filed two suits challenging certain toll increases enacted by the State, arguing that they were improperly adopted taxes. However, in a consolidated appeal in connection with these cases, the California Court of Appeal held that these toll increases were not taxes for purposes of the California Constitution, and, on January 25, 2023, the California Supreme Court dismissed its review of that decision. See "CAPITAL AND REGIONAL TRANSPORTATION PROJECTS," "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*" and "RISK FACTORS – Constitutional Limitations" in the forepart of this Official Statement.

THE BRIDGE SYSTEM

General

The Bridge System consists of seven toll crossings, including 10 bridge structures, related approaches and facilities, as described below. The Golden Gate Bridge, which connects San Francisco with Marin County, is not part of the Bridge System, although the Authority does provide customer service for electronic toll collections for the Golden Gate Bridge. The Bridge System is the backbone of vehicular and other modes of transportation around the Bay Area, connecting various communities within the Bay Area, and was used for approximately 116.8 million paid vehicle crossings in FYE 2025. The Bridge System also connects vital utilities across the Bay.

A map of the Bridge System appears in the prefatory pages of this Official Statement. For selected demographic statistics for the Bay Area, see Table 14 on page 157 of the MTC 2025 Annual Comprehensive Financial Report (the "MTC 2025 ACFR").

Bridge System Seismic Retrofit. All seven bridges have been retrofitted as part of the Seismic Retrofit Program to comply with California laws enacted since 1989, meeting or exceeding applicable federal and state seismic safety requirements. The program was funded through a combination of bridge toll revenues, proceeds from the Authority's bonds, and state and federal funding. Each project was completed in accordance with the seismic performance targets and strategies established for the individual bridges, as further described below. These targets and strategies were developed using the best available information and data at the time. While the Seismic Retrofit Program is now complete, it is possible that

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future seismic events could lead to new retrofit design requirements. See "RISK FACTORS – Risk of Earthquake" in the forepart of this Official Statement.

Bridge System Review. On March 20, 2025, the National Transportation Safety Board ("NTSB") released a report that identified 68 bridges across 19 states as having unknown levels of risk of collapse from a vessel collision and recommended that the bridge owners conduct a vulnerability assessment to determine the risk of bridge collapse (the "NTSB Report"). This report was prepared as part of the ongoing investigation into the collapse of the Francis Scott Key Bridge in Maryland. Among other things, the NTSB Report recommends that the bridge owners evaluate whether the bridges are above the American Association of State Highway and Transportation Officials acceptable level of risk. The NTSB Report identified the following bridges within the Bridge System as having unknown levels of risk: the Richmond-San Rafael Bridge, the Carquinez Bridge, the Benicia-Martinez Bridge, the Antioch Bridge and the San Mateo-Hayward Bridge (the "NTSB Bridges"). The NTSB Report also discussed that the west span of the Oakland-San Francisco Bay Bridge has an active or near-term plan addressing vessel contacts.

On March 20, 2025, NTSB also sent a letter to the California State Transportation Agency ("CalSTA") and the Authority containing recommendations relating to the risk of toll bridge collapse resulting from vessel contacts. In response to such letter, CalSTA sent letters to NTSB on March 28, 2025 and May 6, 2025 (together, the "Response Letters") acknowledging and summarizing both past and ongoing actions and committing Caltrans and the Authority to report findings relating to the NTSB Bridges by March 2026. As outlined in the Response Letters, the Authority expects ongoing collaboration with Caltrans and engagement with other federal, state and regional stakeholders to implement a multi-agency effort to address and mitigate vessel contact risks.

The Bridges

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

The San Francisco-Oakland Bay Bridge has an overall length of approximately 8.4 miles consisting of two major bridge structures and a connecting tunnel on Yerba Buena Island, which is located at the midpoint of the bridge. The west span of the San Francisco-Oakland Bay Bridge is a double deck structure that consists of two suspension bridges with a common central anchorage and concrete and steel truss approach spans at the San Francisco end; the length of the west span is 10,300 feet. Each deck has five traffic lanes with westbound traffic on the upper deck and eastbound traffic on the lower deck. Elevated approaches to the bridge carry through-traffic to and from Highway 101 south of San Francisco without use of local San Francisco streets.

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

The new east span, opened in September 2013, is 2.2 miles long and consists of side-by-side decks that transition off Yerba Buena Island, a self-anchored suspension ("SAS") bridge span, a skyway and an approach/touchdown in Oakland. The SAS bridge span is the world's longest single tower self-anchored

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suspension structure, at approximately 2,051 feet long and approximately 525 feet high, matching the tower heights on the west span, with multiple 8-foot diameter foundation piles that are driven 300 feet deep, three times deeper than the old east span piles. The side-by-side bridge decks each have five lanes plus shoulders. The eastbound deck also carries a 15.5-foot-wide bicycle and pedestrian path. At the eastern terminus, approaches connect through-traffic with Interstates 80, 580 and 880. All portions of the old eastern span to be dismantled were removed in September 2018. Existing piers E2 and E19-E22 of the old eastern span were left in place for use as part of a public access facility.

Under the Seismic Retrofit Program, the San Francisco-Oakland Bay Bridge west span retrofit and new east span were designed to be a lifeline structure, with a seismic strategy of minor to moderate damage expected, based on bridge-specific seismic modeling, with a target to reopen to traffic quickly following a modeled seismic event.

Carquinez Bridge. The Carquinez Bridge consists of two parallel spans that cross the Carquinez Strait between the Cities of Vallejo and Crockett and carry Interstate 80, linking the Bay Area and Napa and Solano Counties. The spans are 28 miles northeast of San Francisco and 65 miles southwest of Sacramento. The east span is the older of the two bridges and opened in 1958. The east span is a steel through-truss superstructure 3,350 feet long with cantilever spans and carries four lanes of eastbound Interstate 80 traffic. A seismic retrofit of the east span was completed in 2002 consistent with the "No Collapse" design strategy and a seismic strategy of avoiding catastrophic failure under the Seismic Retrofit Program. The west span is a suspension bridge with concrete towers and steel orthotropic box girder decks that opened to traffic in 2003 and carries four lanes of westbound traffic with shoulders and a bicycle and pedestrian path. The Seismic Retrofit Program design basis for the west span was an "Intermediate Strategy" with a seismic strategy of moderate to major damage expected based on bridge-specific seismic modeling.

Benicia-Martinez Bridge. The Benicia-Martinez Bridge consists of two parallel spans that carry Interstate 680 and cross the Carquinez Strait approximately six miles east of the Carquinez Bridge. The bridge provides a direct connection from the north bay and Sacramento regions to central and eastern Contra Costa and Alameda and Santa Clara Counties. The bridge corridor is a major interstate route and links Interstates 80, 680 and 780. The west span, opened to traffic in 1962, is a 6,215 foot-long, steel deck-truss, with seven 528-foot spans. The west span was originally designed to carry four lanes of traffic (two in each direction) and was subsequently expanded to carry six lanes (three in each direction) in the early 1990s. Under the Seismic Retrofit Program, the Benicia-Martinez Bridge is designed as a "Lifeline Structure" with a seismic strategy for both the west and east spans of minor to moderate damage expected, based on bridge-specific seismic modeling, and target to reopen to traffic quickly following a modeled seismic event. The seismic retrofit of the west span was completed in 2003, consisting of the installation of isolation bearings and strengthening the superstructure and substructure. Following the opening of the new east span in 2007 carrying five lanes of northbound traffic, the west span was modified to carry four lanes of southbound traffic with shoulders and a bicycle and pedestrian path. The Bay Area's first open-road tolling was opened along with the new east span. See "BRIDGE TOLL REVENUES – Toll Collections" below. The east span is a cast-in-place balanced cantilever bridge with reinforced lightweight concrete that is 8,790 feet long including approaches.

San Mateo-Hayward Bridge. The San Mateo-Hayward Bridge is approximately 17 miles south of the San Francisco-Oakland Bay Bridge, and carries State Route 92 across the San Francisco Bay, connecting Highway 101 and the City of San Mateo on the San Francisco peninsula to Interstate 880 and the east shore of the San Francisco Bay in Alameda County, approximately five miles southwest of Hayward. The current bridge was built in 1967 and seismically retrofitted in 2000. Under the Seismic Retrofit Program, the design basis for the bridge was an "Intermediate Strategy" and a seismic strategy of moderate to major damage expected based on bridge-specific seismic modeling. The high-level section of

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the current structure consists of steel orthotropic box girders with a polyester concrete overlay. It is approximately two miles long and carries six lanes of traffic (three in each direction). The low-rise trestle section of the bridge was widened to carry six lanes of traffic with shoulders in 2003. Additional seismic retrofit work was conducted in October 2012 when the bridge was closed for the installation of a new seismic joint and the replacement of a 60-foot span of the bridge deck.

Richmond-San Rafael Bridge. The Richmond-San Rafael Bridge opened to traffic in 1956 and carries Interstate 580 across the San Francisco Bay from a point about three miles west of the City of Richmond in Contra Costa County to the Marin County shore three miles southeast of the City of San Rafael. The Richmond-San Rafael Bridge is a double deck structure that is approximately 5.5 miles long and of cantilever-truss construction. Its major spans are 1,070 feet long. The bridge currently carries three lanes (during peak travel times) on the lower eastbound deck after conversion of the previously existing eastbound shoulder to a peak period travel lane in 2018, and two lanes on the upper westbound deck, with a 10-foot-wide barrier-separated pedestrian and bicycle pathway that was added by conversion of the previously existing shoulder. The part-time peak period lane and the pedestrian and bicycle path were installed as a pilot program. BATA and Caltrans have since acted to make the part-time peak period lane on the lower eastbound deck a regular (non-pilot) feature. The agencies have extended the pilot period and modified operation of the pedestrian and bicycle path on the upper westbound deck; through December 2028, the space on the right side of the upper deck will be used as a highway shoulder Monday – Thursday morning by shifting the moveable barrier to the edge of the deck. Thursday afternoon – Sunday, the space will be used as a pedestrian and bicycle path. BATA provides a free bike shuttle between 6 am and 8 pm on days when the path is not available (until 2 pm on Thursdays). BATA and Caltrans have since acted to make the part-time peak period lane on the lower eastbound deck a regular (non-pilot) feature. Further, in response to growth in westbound traffic congestion, the Authority and Caltrans plan to conduct environmental review of converting the upper deck shoulder to a third travel lane. A seismic retrofit of the Richmond-San Rafael Bridge was completed in 2005 using a "No Collapse" design basis and a seismic strategy of avoiding catastrophic failure based on bridge-specific seismic modeling.

Dumbarton Bridge. The current Dumbarton Bridge opened in 1982. It carries State Route 84 across the San Francisco Bay and is situated approximately 10 miles south of the San Mateo-Hayward Bridge. The western end of the bridge is five miles northeast of the City of Palo Alto, and the eastern end is five miles west of the City of Newark, midway between the Cities of San Jose and Oakland. The Dumbarton Bridge is a six-lane (three in each direction) structure that is 1.6 miles long with a bicycle and pedestrian path. The bridge connects Highway 101 and Palo Alto to Interstate 880 in Alameda County. The approach spans are composed of pre-stressed lightweight concrete girders that support a lightweight concrete deck. The center spans are twin steel trapezoidal girders that also support a lightweight concrete deck. A seismic retrofit of the Dumbarton Bridge was completed in May 2013 using an "Intermediate Strategy" design basis and a seismic strategy of moderate to major damage expected based on bridge-specific seismic modeling.

Antioch Bridge. Located 25 miles east of the Benicia-Martinez Bridge, the Antioch Bridge carries State Route 160 and is the only northerly highway connection across the San Joaquin River linking east Contra Costa County to the delta communities of Rio Vista and Lodi. In 1978, a 1.8 mile long high-level fixed-span structure replaced the original bridge constructed in 1926. The Antioch Bridge spans the 3,600-foot-wide San Joaquin River and extends 4,000 feet onto Sherman Island in Sacramento County to the north and 1,000 feet into Contra Costa County to the south. Traffic lanes consist of two (one in each direction) 12-foot-wide lanes for motor vehicles and two shoulders open to pedestrians and bicyclists. A seismic retrofit of the Antioch Bridge was completed in April 2012 using a "No Collapse" design basis and a seismic strategy of avoiding catastrophic failure based on bridge-specific seismic modeling.

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Bridge Traffic

The following table sets forth total toll-paying motor vehicle traffic for FYE 2016 through 2025. As shown below, total toll-paying traffic for FYE 2025 was approximately 116.8 million vehicles, which represents an increase of approximately 4.6% as compared to FYE 2024.

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

FYE	San Francisco-Oakland Bay Bridge	Carquinez Bridge	Benicia-Martinez Bridge	San Mateo Hayward Bridge	Richmond-San Rafael Bridge	Dumbarton Bridge	Antioch Bridge	Total[(2)]	Percent Change
2016	46,038	21,241	20,637	19,079	14,267	11,648	2,346	135,256	3.1
2017	45,979	21,516	21,043	19,404	14,450	11,767	2,655	136,814	1.2
2018	46,042	21,997	21,156	19,701	14,600	11,868	2,938	138,302	1.1
2019	45,761	22,023	21,192	19,732	14,454	12,004	3,118	138,284	0.0
2020[(3)]	40,114	19,429	18,336	16,531	12,657	9,874	2,841	119,782	(13.4)
2021[(3)]	35,476	17,104	16,049	12,462	11,130	6,857	2,639	101,717	(15.1)
2022	38,801	18,068	17,285	14,497	12,217	8,213	2,833	111,914	10.0
2023	38,359	17,654	17,573	14,774	11,962	8,828	2,816	111,966	0.0
2024	37,928	17,318	17,389	15,048	12,071	9,156	2,822	111,732	(0.2)
2025	39,358	18,268	18,099	15,878	12,571	9,696	2,950	116,820	4.6

(1) Traffic figures exclude toll violators. See "BRIDGE TOLL REVENUES – Toll Collections – *Toll Violators*" below.
(2) Totals may not add due to rounding.
(3) Reduced traffic figures as a result of the COVID-19 pandemic stay-at-home orders and related public health measures.
Source: The Authority.

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BRIDGE TOLL REVENUES

As defined in the Senior Indenture, Bridge Toll Revenues consist of toll revenues and all other income allocated to the Authority pursuant to Section 30953 of the Act derived from the Bay Area Bridges and not limited or restricted to a specific purpose, including certain revenues derived from toll increases the California State Legislature (the "State Legislature") has enacted from time to time contingent upon approvals of regional measures by Bay Area voters. See "BRIDGE TOLL REVENUES – Toll Rates," APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE," APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE," APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE" and "RISK FACTORS – Constitutional Limitations" in the forepart of this Official Statement.

Toll Rates

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

Historic Toll Rates. Tolls on the Bridges have been adjusted over time to fund a portion of the costs of operation and maintenance, rehabilitation, seismic retrofitting, periodic construction, and additional authorized projects and expenditures.

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

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

In 2017, Senate Bill 595 ("SB 595") was enacted, imposing a toll increase of up to $3.00 for the Bridge System, subject to approval of the increase and related expenditure plan by a majority of voters in the Bay Area. On June 5, 2018, Bay Area voters approved the related regional ballot measure, entitled Regional Measure 3 ("RM3"), which provided for the $3.00 toll increase to be phased in over time, with a $1.00 toll increase taking effect on January 1, 2019, January 1, 2022 and January 1, 2025 (collectively, the "SB 595 Toll Increases"). Two suits were filed challenging the SB 595 Toll Increases (as further defined herein, the "Challenges to SB 595 and RM3"). However, in a consolidated appeal in connection with these suits, the California Court of Appeal rejected those challenges and on January 25, 2023, the California Supreme Court dismissed its review of that decision. See "– Toll Rates – Table 2 Bridge System Toll Rates" and "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*."

2026 Toll Rate Increase. Effective January 1, 2026, the Authority increased tolls and made other toll policy changes for the Bridge system in order to provide funds to maintain the Bridges in a state of good repair. The toll increase represents the first toll increase across the Bridge System since 2010 (excluding regional measures). As shown in Table 2 below, the toll increase is phased in over five years and varies depending on the type of vehicle. To help recoup the increased costs of collecting tolls via license plate accounts and invoices, tolls on January 1, 2027 are scheduled to increase by another 25 cents for customers who pay with a pre-registered license plate account and by $1 for tolls paid by invoice. To provide regional consistency and to support the future deployment of open-road tolling at the state-owned bridges, the Authority also increased uniformity with respect to its high occupancy vehicle policies. See below and under the subheading "– Toll Collections – *Open Road Tolling.*"

High Occupancy Vehicles. In calendar year 2026, during the hours of 5 a.m. to 10 a.m. and from 3 p.m. to 7 p.m. ("Peak Hours"), the Authority is collecting a reduced toll rate of $4.25 (half of the 2-axle toll rate) on the Bridges from high-occupancy vehicles (which includes motorcycles, as well as carpool vehicles with three or more occupants). Vehicles with two occupants will be allowed in the designated carpool approaches on all bridges, except the San Francisco-Oakland Bay Bridge, but will not be granted the reduced toll rate. Commuter buses and vanpool vehicles are permitted to cross the Bridges toll-free at all hours. See "THE BRIDGE SYSTEM – Bridge Traffic – Table 1 Total Toll-Paying Motor Vehicle Traffic" and "Table 2 – Bridge System Toll Rates."

Customers using a high-occupancy vehicle (HOV) lane are required to have a switchable toll tag within their vehicle, issued by a toll agency within the State of California, and declare their vehicle's occupancy using the toll tag so the correct toll amount is charged. Overhead antennae read the toll tag as each vehicle passes through the toll point with the toll amount assigned to the transaction based on the tag setting. Toll tags with an incorrect setting due to an insufficient number of passengers are subject to enforcement by CHP using direct observation and citations may be issued with significant fines.

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Toll Rate Schedule. The following table sets forth the Authority's toll schedule effective January 1, 2026 and the toll rates approved, as of the date of this Official Statement, to take effect January 1 of each year for the period shown in Table 14 herein. See "HISTORICAL AND PRO FORMA REVENUE AND DEBT SERVICE COVERAGE – Historical Revenue and Debt Service Coverage – Table 13 Bridge System Historical Revenue and Debt Service Coverage" and "—Table 14 Pro Forma Bridge System Revenue and Debt Service Coverage."

TABLE 2
BRIDGE SYSTEM TOLL RATES

		Effective as of January 1				
Vehicle Class	**Payment Method**	**2026** [(1)]	**2027** [(1)]	**2028** [(1)]	**2029** [(1)]	**2030** [(1)]
Carpool Vehicles		$ 4.25 [(2)]	$ 4.50 [(2)]	$ 4.75 [(2)]	$ 5.00 [(2)]	$5.25[(2)]
2-Axle	FasTrak®	8.50	9.00	9.50	10.00	10.50
	License Plate	8.50	9.25	9.75	10.25	10.75
	Invoice	8.50	10.00	10.50	11.00	11.50
3-Axle	FasTrak®	19.50	21.00	22.50	24.00	25.50
	License Plate	19.50	21.25	22.75	24.25	25.75
	Invoice	19.50	22.00	23.50	25.00	26.50
4-Axle	FasTrak®	25.00	27.00	29.00	31.00	33.00
	License Plate	25.00	27.25	29.25	31.25	33.25
	Invoice	25.00	28.00	30.00	32.00	34.00
5-Axle	FasTrak®	30.50	33.00	35.50	38.00	40.50
	License Plate	30.50	33.25	35.75	38.25	40.75
	Invoice	30.50	34.00	36.50	39.00	41.50
6-Axle	FasTrak®	36.00	39.00	42.00	45.00	48.00
	License Plate	36.00	39.25	42.25	45.25	48.25
	Invoice	36.00	40.00	43.00	46.00	49.00
7-Axle and more	FasTrak®	41.50	45.00	48.50	52.00	55.50
	License Plate	41.50	45.25	48.75	52.25	55.75
	Invoice	41.50	46.00	49.50	53.00	56.50

(1) Effective January 1, 2026, tolls as established under BATA Resolution No. 184, Attachment A – Authority Toll Schedule for Toll Bridges (Effective January 1, 2026) ("Resolution 184"). See also "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*" herein.

(2) See Resolution 184 for requirements to qualify for reduced toll rate effective January 1, 2026 and thereafter.

Source: The Authority.

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Toll Collections

Toll Collection. Tolls on each of the Bridges are collected from vehicles crossing in one direction only. The Authority collects all tolls from vehicles crossing the Bridges through electronic toll collection ("ETC") either through its FasTrak® system, through a License Plate Account (which links a photo-captured license plate to a credit card whenever the vehicle crosses a Bridge) or by invoicing the registered owner of the vehicle (which is accomplished by automated, high-speed cameras capturing images of a vehicle's license plates which images are then processed by the FasTrak® Regional Customer Service Center, which then mails an invoice each month to the address at which the vehicle is registered with the California Department of Motor Vehicles ("DMV")). See "*— FasTrak® Toll System" and "– FasTrak® Regional Customer Service Center*" below.

In Fiscal Year 2025, the Authority invoiced approximately $219 million of tolls for vehicles that did not have a FasTrak® account or a License Plate Account. If an invoice is not paid within 30 days, a violation notice is sent to the registered owner of the vehicle. A second violation notice is sent to the registered owner of a vehicle that did not pay either the invoice or the first violation notice (including any penalties). Any unpaid amounts remaining after the second violation notice are typically sent to the DMV and collection processes as described below under "*— Toll Violators*." During Fiscal Year 2025, the Authority received $891.4 million in toll revenue $763.3 million from account-based customers, $70.5 million in tolls from initial invoices, and $57.6 million in tolls following a violation notice.

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

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

Toll Equity and Other Exemption Programs. As part of its tolling equity action plan, which was launched in May 2021, the Authority approved a reduction in violation notice penalties. Effective December 1, 2021, the penalty for first violation notices decreased from $25 to $5, and the penalty for second violation notices decreased from $70 to $15. This reduction was retroactive to all violation notices effective January 1, 2021. Bridge patrons who were sent notices on and after January 1, 2021 and paid their violation penalties prior to December 1, 2021 received a refund for the difference between the amount paid and the revised amount due. Under this policy, BATA refunded $26.7 million of FYE 2021 penalties and $8.1 million of FYE 2022 penalties during FYE 2023. These refunds were reported as a special item in the financial statements for FYE 2022 and were recorded against FYE 2022 toll revenues. See Note AD on page 75 of the MTC 2022 ACFR.

Another component of the Authority's tolling equity action plan is a payment plan that enables low-income individuals to pay accrued tolls and penalties over an extended period, up to two years. This plan, deployed July 1, 2023, is also consistent with the provisions of AB 2594, which requires such payment

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plans for toll bridges (effective July 1, 2023) and express lanes operators (effective July 1, 2024), and also requires waivers of penalties from the beginning of the pandemic through January 1, 2023 for such low-income individuals. The Authority does not consider any of the amounts necessary to be waived as material to its operations, revenues or its ability to pay its obligations.

Under AB 2949 (effective January 1, 2023), vehicles registered to a veteran displaying eligible license plates are exempt from paying tolls on California Bridges, including those in the Bridge System. Toll rates remain standard but are subject to nonpayment due to the exemption created by AB 2949. The Authority does not consider this exemption to be material to its operations, revenues or its ability to pay its obligations.

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

When a vehicle enters any toll lane, the entry light curtain and loops detect the vehicle, and a camera takes two images of the front license plate. Then, the overhead antenna reads a tag, if present, mounted in the vehicle. As a vehicle exits the lane the exit light curtain and loops detect the vehicle, and a camera takes two images of the rear license plate with the vehicle axles electronically classified by the in-ground treadle system. After the vehicle exits the lane, all the in-lane data, collected from the various toll system equipment, are sent to a lane-specific computer where a transaction is created. If a transaction includes a tag read, the four captured images are not sent to the FasTrak® Regional Customer Service Center ("CSC") and are discarded within a few days. If a vehicle does not have a toll tag, the system sends the previously captured images to the CSC for license plate identification. Later, the system sweeps its records to identify any existing customer account associated with the license plate number; if there is an associated account, the account is simply debited the proper toll amount. If no valid account is associated with the license plate, a toll invoice will be sent by mail to the vehicle's registered owner.

FasTrak® Regional Customer Service Center. The Authority contracts with Conduent State and Local Solutions, Inc. (a subsidiary of Conduent Inc.) ("Conduent") for the management and operation of the CSC. Operations of the CSC are subject to the terms of a contract that is currently in effect through September 2027, with options to renew at the Authority's discretion through 2029. Funding for CSC operations is included in the Authority's annual operating budget. In FYE 2025, the Authority's CSC operations expenses were approximately $67.8 million (an increase of approximately $5.1 million or 8% from FYE 2024).

CSC operations also support use of FasTrak® on tolled facilities operated by other agencies, such as the Golden Gate Bridge and high occupancy toll lanes in the Bay Area. The Authority receives reimbursement for related costs from such other agencies. These reimbursement revenues, which amounted to approximately 18.4 million in FYE 2025, are not revenues of the Authority pledged for the repayment of the Senior Obligations, the Subordinate Obligations, the Second Subordinate Obligations and any other obligations of the Authority that are secured by a pledge of revenue on a basis subordinate to the Subordinate Obligations (collectively, the "Secured Obligations").

BATA is currently procuring a new CSC Back Office System contractor to develop, deploy, operate and maintain the systems required to support a new CSC at the end of Conduent's contract term. A separate procurement for CSC services, including the staffing of customer service agents and walk in centers, will be initiated at a later date.

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Open Road Tolling. The Authority is implementing a plan adopted in 2018 to convert then-existing manual toll operations to all electronic tolling. Due to the pandemic, this plan was accelerated by removing manual cash collection at the seven state-owned toll bridges on March 20, 2020. Since that time, BATA has been working to convert tolling operations to open road tolling ("ORT"), which involves the construction of new overhead gantries and the demolition of toll booths and canopies along with the installation of a new tolling system. Implementation of ORT is expected to result in more efficient tolling at freeway speeds, increased safety at plazas and a consistent regional experience for travelers across the Bay Area.

BATA is currently procuring a new toll system contractor to permanently install a new state-of-the-art ORT tolling system at each of the seven bridges. Once the gantries are erected at each tolling point, the new toll equipment will be installed just prior to each bridge conversion. Further, three civil design firms are under contract to the Authority and working with Caltrans to complete the civil design and environmental clearance necessary to begin construction.

Civil construction began in 2025 at the Richmond-San Rafael Bridge with the installation of a temporary tolling structure over the roadway to expedite implementation. BATA's existing toll system contractor, TransCore, will furnish the interim ORT toll system using their existing technology on the temporary tolling structure. This temporary approach will only be done at Richmond-San Rafael and is expected to open in 2026. The Authority expects to pay the costs for the conversion from rehabilitation capital funds as well as RM3 funds for the Richmond-San Rafael corridor.

The first scheduled permanent ORT conversion with the new toll system contractor is at the Antioch Bridge, which is expected in 2027. The conversion of the other Bridges to an ORT system is expected to continue through 2028 with the last being the San Francisco-Oakland Bay Bridge. After implementing ORT on all the Bridges, there may be a second phase of work to repurpose excess right-of-way around the toll plazas that are no longer in use for toll collection.

Operations and Maintenance

The Authority takes an active role in setting the annual maintenance and operations budget for the Bridges. The Authority is also responsible for paying all the costs of operating and maintaining the Bridge System, including both expenditures for normal highway maintenance that would be performed by the State as if the Bridges System comprised toll-free facilities and all maintenance and reconstruction work for facilities constructed primarily for the purpose of collecting tolls. The Authority is required by the Indentures to maintain Bridge System tolls at rates sufficient to pay such costs. Under current law, the payment of the costs of normal highway maintenance for the Bridges (and other costs otherwise provided for by statute) is secured on a basis subordinate to the lien securing repayment of the Authority's Bonds and other Secured Obligations.

The Authority's operations and maintenance expenses include both payments to Caltrans and direct Authority expenses, which includes the cost of collecting tolls. Caltrans is responsible for maintaining the Bridge System in good repair and condition, including recording condition data. Federal regulations set the requirements for inspection procedures, inspection frequency, personnel qualifications, inspection reports, and preparation and maintenance of the state bridge inventory. National Bridge Inspection Standards ("NBIS") are applied to all structures defined as bridges located on public roads, and Caltrans is responsible for applying these standards and reporting them to the Federal Highway Administration.

In March 2022, the Authority and Caltrans began a joint effort to produce the Toll Bridge Program Report ("Bridge Report"), which is intended to be a regular series of updates on the conditions of the Bridge System. The Authority and Caltrans released their first Bridge Report on April 13, 2022. The most recent

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report was released November 2025; Authority staff presented an updated Bridge Report (the "2026 Bridge Report") that outlines current and future projects, highlights funding needs and bridge conditions. The 2026 Report shows that six of the seven Bridges are deemed in fair or better condition and that overall bridge conditions remain stable since February 2023.

[UPDATE PRIOR TO POS POSTING] [Repairs for the San Mateo-Hayward Bridge, are ongoing, [second phase project has advertised – further updates to come prior to POS posting. A second phase of construction to address the remaining repairs on the trestle section to raise the condition rating of the Bridge is underway. BATA and Caltrans plan to invest over $100 million in rehabilitation to restore the San Mateo-Hayward Bridge to fair condition by 2031. To proactively manage conditions on this bridge, Caltrans is concurrently progressing with studies and designs to scope additional construction work for concrete substructure repairs on the high-rise section as well.]

[The Authority and Caltrans remain focused on maintaining and improving the quality of bridge and tolling assets in the Bridge System. A more detailed analysis of lifecycle and risk assessments is included in the Toll Bridge Asset Management Plan (TBAMP) adopted at the January meeting of the Authority. The TBAMP is intended to guide long-term planning in the BATA 10-year Capital Improvement Plan process and to support future investments in toll bridge maintenance and rehabilitation.]

[The Authority, in collaboration with Caltrans, has developed and budgeted for an annual maintenance and a detailed rehabilitation program, which included approximately $132 million for FYE 2025 and approximately $337 million for FYE 2026. Amendment No. 1 to the Authority's FYE 2026, [to be proposed at the January Authority meeting], includes an increase of approximately $307 million resulting in a total of approximately $643 million. Budgeted amounts for each fiscal year reflect planned project expenditures, but actual cash outlays are expected to occur over several fiscal years and do not necessarily align with the timing of the budgeted amounts.] See CAPITAL AND REGIONAL TRANSPORTATION PROJECTS – "Bridge System Capital Improvements" herein for further discussion.

The Authority's payments to Caltrans are made pursuant to State law and a Cooperative Agreement between the Authority and Caltrans, which may be amended from time to time, that addresses budget matters and allocates responsibilities for the operation and maintenance of the Bridge System between the Authority and Caltrans.

The Authority is responsible for all toll collection, including in-lane toll equipment, electronic toll collection administration, banking, finance and audits. The Authority's costs of operating and maintaining the Bridge System for FYE 2021 through 2025 are set out in Table 3 below. In FYE 2022, Authority operating expenses reflect $26.7 million of one-time retroactive refund payments to patrons who paid toll violation penalties for the period of January 1, 2021 to December 1, 2021. See "— Toll Collections – *Toll Equity and Other Exemption Programs*" above. This one-time payment is not included in the maintenance and operation expenses for purposes of calculating coverage in Table 13. Further, the amount of DMV hold expenses reflected in the Authority's operating expenses has varied with changes in policy. DMV hold expenses decreased by $5 million in FYE 2023 as compared to FYE 2022 and subsequently increased by $9 million in FYE 2024. See "— Toll Collections – *Toll Violators*" above.

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TABLE 3
HISTORICAL OPERATING EXPENSES
($ in millions)

FYE	Authority Operating Expenses	Caltrans Operating Expenses	TJPA Expenses[1]	Reimbursements[2]	Total[3]
2021	94.0	1.9	5.4	(7.9)	93.4
2022	148.4	2.7	5.6	(11.8)	144.9
2023	113.3	3.0	5.8	(16.0)	106.1
2024	130.8	2.8	6.0	(17.2)	122.4
2025	143.7	3.1	6.2	(22.0)	130.9

(1) As required by Section 30914(b) of the Act, MTC allocates toll bridge revenues, which are payable from funds transferred by the Authority, in an amount not to exceed $3 million, plus a 3.5% annual increase for operation and maintenance expenditures related to the Transbay Joint Powers Authority ("TJPA") and the Transbay Terminal Building. The transfer of funds is subordinate to any obligations of the Authority, such as the Authority's Bonds and other Secured Obligations, having a statutory or first priority lien against the toll bridge revenues. [The transfer is further subject to annual certification by TJPA that the total Transbay Terminal Building operating revenue is insufficient to pay the cost of operation and maintenance without the requested funding.]

(2) Reflects reimbursements received from the Golden Gate Bridge and Bay Area high occupancy toll lane owners. For FYE 2025, this amount includes a $3.5 million ATP Grant from MTC.

(3) Totals may not add due to rounding.

Source: The Authority; Schedule 2 on page 49 of the Bay Area Toll Authority Financial Statements As of and for the Year Ended June 30, 2025 ("BATA 2025 FS").

Authority Payments to MTC

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

Under the Act, the Authority makes transfers to MTC to: (1) provide operating assistance for transit purposes in an amount that is not more than 38% of annual bridge toll revenues derived from the toll increase imposed in conjunction with RM2 ($1.00 in the case of all vehicles regardless of the number of axles) ("RM2 Operating Transfers"), and (2) provide funds, in an amount limited to not more than 16%, up to $60 million, from the RM3 toll increase approved by the voters pursuant to SB 595, to designated transit operating programs as a component of the expenditure plan set out in SB 595, subject to the satisfaction of certain conditions, including the adoption of performance measures and the execution of an operating agreement with MTC ("RM3 Operating Transfers" and together with RM2 Operating Transfers, the "RM Operating Transfers"). In FYE 2021 and FYE 2022, the RM2 Operating Transfers were approximately $32.95 million and $40.77 million respectively. Prior to FYE 2023, RM3 Operating Transfers were held in an escrow account established pending the resolution of the Challenges to SB 595 and RM3. In FYE 2023, the RM Operating Transfers were approximately $56.84 million, which included RM2 Operating Transfers for all of FYE 2023 and RM3 Operating Transfers for a portion of FYE 2023. In FYE 2024, the RM Operating Transfers were approximately $53.61 million, and in FYE 2025, the RM Operating Transfers were approximately $83.89 million. See "CAPITAL AND REGIONAL TRANSPORTATION PROJECTS – Regional Measure 3 Projects" and "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*."

In 2010, MTC determined that certain annual payments then being made by the Authority to MTC pursuant to the Act, totaling approximately $22 million in FYE 2010 (collectively, the "AB 664 Fund Transfers"), were essential to the regional transportation system but that the statutory schedule for AB 664

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Fund Transfers would be inadequate to timely fund some of the projects planned by MTC. To address this timing issue, the Authority and MTC entered into a Funding Agreement (the "Funding Agreement"), under which the Authority paid to MTC in September 2010 an amount of $507 million, equal to the then present value of the bridge toll revenues that the Authority projected would be used for AB 664 Fund Transfers for 50 years from July 1, 2010, in exchange for being relieved of responsibility for making AB 664 Fund Transfers for that 50-year period.

Additionally, pursuant to Section 30958 of the Act, the Authority may retain on an annual basis an amount, which may not exceed 1% of the gross annual Bridge System revenues, for its costs of administration. A separate provision of State law (amended effective January 1, 2014) also permits the Authority to make direct contributions to MTC in an amount up to 1% of the gross annual Bridge System revenues with any amounts exceeding 1% required to be in the form of interest-bearing loans to MTC. As of the date of this Official Statement, no such loans are outstanding. Beginning in FYE 2020, the Authority first utilized this ability to make direct contributions to MTC under this statutory authority to reduce MTC's pension liability under CalPERS (as defined herein). See "OTHER AUTHORITY OBLIGATIONS – CalPERS and MTC Retirement Plan."

In FYE 2021, FYE 2022, FYE 2023, FYE 2024, and FYE 2025 amounts described in the immediately preceding paragraph were approximately, $17.43 million, $18.23 million, $33.66 million, $26.68 million, and $36.12 million respectively. The increase in FYE 2023 is attributed to inclusion of administrative costs related to RM3 revenues for FYE 2023 and $8.8 million for RM3 revenues from FYE 2019 through FYE 2022.

CAPITAL AND REGIONAL TRANSPORTATION PROJECTS

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

Regional Measure 3 Projects

On June 5, 2018, a majority of Bay Area voters approved RM3 which, among other things, authorizes the Authority to fund approximately $4.45 billion of highway and transit capital improvements in the toll bridge corridors and their approach routes consistent with the RM3 expenditure plan specified by the Legislature in SB 595 ("RM3 Capital Projects"). RM3 Capital Projects include, among others, new San Francisco Bay Area Rapid Transit District ("BART") railcars and SF Muni Transit Vehicles, extending BART service to Silicon Valley and Caltrain service to downtown San Francisco, and interchange improvements in Alameda, Contra Costa and Solano. SB 595 establishes project contribution not-to-exceed amounts from the RM3 toll increase approved by the voters pursuant to SB 595. The Authority is not obligated to cover any project cost overruns for any RM3 Capital Project. For a complete list of the authorized RM3 capital projects, as amended by MTC in accordance with SB 595, see EXHIBIT I – "LIST OF AUTHORIZED REGIONAL MEASURE 3 CAPITAL PROJECTS" attached hereto.

In May 2023, following the resolution of the Challenges to SB 595 and RM3, the Commission directed staff to begin collecting RM3 allocation requests. See "LEGISLATION, INITIATIVE AND REFERENDA MATTERS – *Legislation and Related Matters*." The first capital allocations pursuant to such requests were made in June 2023. As noted in BATA's most recent RM3 Annual Report to the Legislature, through FY 2025, the RM3 capital program has made approximately $1.7 billion in allocations, and MTC has approved approximately $550 million in reimbursements.

Pursuant to SB 595, a portion of the SB 595 Toll Increases shall be made available annually for the purpose of providing operating assistance to designated transportation agencies in an amount not to exceed

the lesser of 16% or $60 million of revenues generated from SB 595 Toll Increases per year as set forth in the Authority's budget. The payments are subordinate to the lien securing the payment of the Authority's Bonds and other Secured Obligations. See "BRIDGE TOLL REVENUES – Authority Payments to MTC" above for discussion of transit operating assistance. The first allocations under the RM3 operating program were made in May 2023. Through FY2025, the RM3 operating program has made a total of $83.7 million in allocations and has disbursed $79.81 million to sponsors.

The Authority established the RM3 independent oversight committee ("RM3 Committee") pursuant to SB 595 and the RM3 Committee holds regular public meetings to review expenditures via updates on the status of the RM3 capital program, RM3 allocations, and the status of projects that have received funds.

Bridge System Capital Improvements

The Authority funds capital rehabilitation and operational improvement projects on the Bridge System designed to maintain and ensure the long-term safe operation of the Bridge System and associated toll facilities.

Bridge System CIP and Asset Management. The Authority, working with Caltrans, developed a ten-year Capital Improvement Plan (the "CIP") for the rehabilitation of the Bridge System and related tolling systems and facilities. The current plan was adopted on January 22, 2025 and sets forth projects to be undertaken between FYE 2024 and FYE 2033 that have an estimated cost of approximately $2.3 billion. Of such amount, approximately $1.2 billion is planned for Bridge preservation, approximately $538 million is planned for technology and transportation support elements, and approximately $525 million is planned for routine preservation. The Authority's capital budget for rehabilitation and operational improvement projects to the Bridges was approximately $132 million for FYE 2025 and is [proposed to be approximately $643 million for FYE 2026.]

The Authority expects that actual maintenance, repair and rehabilitation costs will vary from year-to-year, largely as a result of the anticipated schedule for major rehabilitation of individual bridges, and that maintenance and repair costs generally will increase over time. The Bridges are inspected regularly, and from time to time those inspections identify necessary maintenance and repair work that is not anticipated in the schedule. Ongoing maintenance, repair and major rehabilitation work on the Bridges may require temporary partial or full closure of a Bridge from time to time. In 2011, the Authority commissioned a study by KPMG, subsequently updated in April 2022 and February 2023, to assess its planned maintenance, repair and rehabilitation schedules for the Bridge System.

As described above, the Authority, working with Caltrans, developed a quantified asset management plan that consists of the Toll Bridge Asset Management Plan ("TBAMP") for all bridges and aligning toll bridge asset management processes to follow industry standards for asset management. The TBAMP is designed to support a better understanding of the timing and sequence of investments necessary to maintain each Bridge in a desired state of good repair. In January 2026, the Authority [will present] an operational TBAMP for the Bridge System and anticipates developing related updates to the CIP to implement the toll bridge asset management strategy for presentation in late calendar year 2026. The Authority expects this plan to include additional future projects and revised cost estimates in excess of those included in the current CIP to deliver on the repair strategy for the Bridges and ensure the financial viability of the Bridge System based on the TBAMP findings.

Recent Federal code changes with respect to vehicle weight limits allowed on bridges (the "Federal Load Requirements") require states to rate or re-rate the load capacity of bridges in the National Bridge Inventory. To meet the Federal Load Requirements, the load rating analyses may result in a requirement

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to strengthen the Bridges. For the west spans of the San Francisco-Oakland Bay Bridge, the analyses determined the need for some structural retrofit, including some replacement of rivets with high-strength bolts and additional bracing. This strengthening work was completed in the fall of 2023. For the Richmond-San Rafael Bridge, the analyses determined the need for similar work, including strengthening of gusset plates. This strengthening work was completed in April 2022. The remaining Bridges will be analyzed in the future. Similar improvements may be necessary on those Bridges and would be programmed as part of the Bridge System CIP.

As described herein, the Authority has issued Bonds to fund, among other things, ongoing rehabilitation and maintenance costs of the Bridge System. The Authority anticipates undertaking major rehabilitation of one or more bridges in the Bridge System while its Bonds are outstanding, but the Authority cannot predict the timing or costs of such work. While replacement may be considered in the future due to evolving user needs, seismic vulnerabilities, or other policy-driven factors, the current analysis supports continued preservation as the most fiscally responsible and effective path forward.

Revenue Bond Funding. The Authority has issued and expects to issue from time to time toll bridge revenue bonds as permitted under its Indentures. For a detailed summary of the amount of outstanding Authority obligations under the Indentures, see the discussion herein under the heading "OUTSTANDING AUTHORITY OBLIGATIONS."

The Authority has used Bridge Toll Revenues, as well as proceeds of its toll bridge revenue bonds, to fund a number of significant regional transportation and transit projects and programs, including certain seismic retrofitting of each of the Bridges in the Bridge System. While some bridge rehabilitation programs remain ongoing, the projects included in the Seismic Retrofit Program are complete and the projects included in voter-approved regional measures are complete in the case of RM1, nearing completion in the case of RM2, and ongoing in the case of RM3 (each as defined herein). Completion of these regional measure projects will not affect toll rates on the Bridge System under the Act. Following completion of the specific projects identified in RM1, RM2 or RM3, the Authority may continue to apply toll revenue from all existing tolls to fund projects and programs as required or authorized under the Act, including without limitation to pay debt service on the Bonds, to fund the costs of operations, maintenance, safety and other improvements for the Bridge System, and to fund certain operating assistance and other supplemental programs and projects authorized in, or required by, the regional measures. In particular, the Authority may fund budgeted Bridge rehabilitation and undertake Bridge construction and improvement projects as needed. See "BRIDGE TOLL REVENUES – Operations and Maintenance."

Other Legislatively Mandated, Voter Approved Programs and Additional Projects

[SUBJECT TO REVIEW/UPDATE]

Regional Measure 1 and Regional Measure 2 Projects. RM1, which was approved by voters, authorized the Authority to pay for specified highway and bridge enhancement projects. The RM1 program was completed as of the close of FYE 2013.

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

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As of [Month] 2026, approximately $[##.#] million of RM2 Projects remained to be allocated or spent out of the total budget of $1.589 billion. Under the Act, the Authority may fund its specified RM2 Projects by issuance of additional toll bridge revenue bonds or transfer of Bridge Toll Revenues in an amount not to exceed $1.589 billion, but the Authority is under no obligation to provide funding for any project beyond the amount expressly provided in RM2 or to increase funding for all of the RM2 Projects beyond the aggregate authorization.

AB 1171 Capital Projects. Pursuant to Section 31010 of the Act (as amended by Assembly Bill 1171 ("AB 1171") adopted in 2001), excess toll revenue generated from the seismic surcharge after a specified commitment for funding the Seismic Retrofit Program projects is achieved is required to be collected by the Authority and remitted to fund transportation and transit projects similar to those authorized by RM1 and RM2. The amount of such funds currently is programmed by MTC to be $[570] million and has been budgeted by the Authority to fund specified transportation projects such as the Doyle Drive replacement project, the extension of the Bay Area Rapid Transit system to east Contra Costa County, the Transbay Transit Center, improvements to the interchange of Interstate 80 and Interstate 680, and other transit and corridor improvement projects. As of March 2025, approximately $45.3 million of the funds programmed remain to be allocated or spent on specified transportation projects.

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

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

AUTHORITY FINANCIAL AND OPERATING INFORMATION

Financial Statements

Audited financial information relating to the Authority is included in both MTC's and the Authority's financial statements. The MTC 2025 ACFR, including MTC's Financial Statements, has been posted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website at https://emma.msrb.org/P11892087-P11446031-P11892332.pdf. The BATA 2025 FS has been posted to the EMMA website at https://emma.msrb.org/P11892344.pdf. Both sets of audited financial information are incorporated herein by reference as if fully included herein.

The financial statements as of June 30, 2025, incorporated by reference in this Official Statement, have been audited by Crowe LLP, independent accountants, as stated in their report appearing therein. Crowe LLP has not been engaged to perform and has not performed, since the date of its report incorporated by reference in this Official Statement, any procedures on the financial statements addressed in that report. Crowe LLP also has not performed any procedures relating to this Official Statement.

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Cash Reserves

The Authority's budget for FYE 2026 includes the continued maintenance of an aggregate of $1.1 billion in reserves designated to provide liquidity for costs associated with various risks and operating and other expenses to help the Authority maintain operations through various emergency scenarios. The reserve was maintained at $1.1 billion during FYE 2025.

Pursuant to the Authority's budget for FYE 2026, the reserve is designated as follows: $50 million in the Cooperative Agreement self-insurance emergency fund described below, $305 million in the Operations and Maintenance Fund described below for two years of operation and maintenance of toll facilities, and $750 million in risk reserves.

For a discussion of the Authority's unrestricted and restricted cash, cash equivalents and investments as of June 30, 2025, see Note 3 on page 22-26 of the BATA 2025 FS. See also "– Investment Portfolio" below.

Operations and Maintenance Fund

The Senior Indenture provides that at the beginning of each Fiscal Year, the Authority shall deposit in its Operations and Maintenance Fund from Bridge Toll Revenues such amounts as shall be necessary so that the amount on deposit in the Operations and Maintenance Fund equals two times the budgeted expenditures for the Fiscal Year for operation and maintenance of toll facilities on the Bridges, including, but not limited to, toll collection costs, including wages and salaries. The principal amount held in the Operations and Maintenance Fund is to be used and withdrawn by the Authority solely to pay such expenses and is not pledged to the payment of the Authority's Secured Obligations. Interest and other income from the investment of money in the Operations and Maintenance Fund is pledged to the payment of the Authority's Secured Obligations. The Authority, in its budget for FYE 2026 , requires that the balance in the Operations and Maintenance Fund be maintained at $305 million. See "BRIDGE TOLL REVENUES – Operations and Maintenance."

The Senior Indenture also provides that in the event that Bridge Toll Revenues on deposit in the Bay Area Toll Account are not sufficient at the beginning of any Fiscal Year to enable the Authority to make the transfer described above at the beginning of such Fiscal Year, the Authority shall not be required to make such transfer for such Fiscal Year and failure of the Authority to make such transfer shall not constitute an event of default under the Senior Indenture for as long as the Authority shall punctually pay the principal of and interest on the Senior Bonds as they become due and observe and comply with the toll rate covenants in the Senior Indenture. The Subordinate Indenture does not require the Operations and Maintenance Fund to be funded. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS – Certain Provisions of the Senior Indenture – *Toll Rate Covenants*" in the forepart of this Official Statement and APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Covenants of the Authority." The Second Subordinate Indenture does not require the Operations and Maintenance Fund to be established unless both the Master Senior Indenture and the Subordinate Indenture have been discharged in accordance with their respective terms and no Senior Obligations or Subordinate Obligations remain outstanding.

Cooperative Agreement Self-Insurance Fund

Pursuant to its Cooperative Agreement with Caltrans, the Authority maintains a self-insurance fund. The Cooperative Agreement requires this fund to have a minimum balance of $50 million, which would be available for reconstruction, repair and operations in the event of damage due to a major

emergency that results in closure to traffic of a Bridge estimated to extend more than 30 days and to exceed $10 million in cost. Pursuant to the Cooperative Agreement, replenishment of funds used for such repairs would be made by the Authority from bridge toll revenues. Upon agreement of Caltrans and the Authority, the minimum balance of the self-insurance fund may be reduced or eliminated in its entirety.

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

Investment Policy

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

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

As explained in the BATA 2025 FS in the Management's Discussion and Analysis on page 7, at Note 1-V on page 20, and Note 5 in the discussion of "Derivative Instruments" on page 36, the Authority's investment income for FYE 2025 was comprised of interest income, unrealized loss from the change in the fair market value of investments, and changes in the fair market value of certain interest rate swaps that were hedges for variable rate demand bonds that were refunded and that no longer had an underlying bond to hedge. This resulted in a non-cash unrealized loss from the change in fair market value of investments of approximately $3.5 million and a non-cash derivative investment loss of approximately $2.0 million in FYE 2025. The Authority's Senior Indenture, Subordinate Indenture, and Second Subordinate Indenture do not take these non-cash amounts into account in calculating Revenue or for purposes of the additional bonds tests and the rate covenants described under "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" in the forepart of this Official Statement.

For more information regarding the investment policy and portfolio of MTC and the Authority, including a discussion of certain deposit and investment risk factors, see Note 1-V and Note 5 starting at 20 and page 27 respectively, of the BATA 2025 FS.

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Investment Portfolio

As of [DATE], 2026, the average maturity of the investment portfolio of the Bay Area Toll Authority was [###] days, with an average yield to maturity of approximately [###]%.

TABLE 4
INVESTMENT PORTFOLIO INFORMATION
as of [DATE], 2026 (Unaudited)

Investments	Percent of Portfolio	Par Value	Market Value Plus Accrued	Days to Maturity
U.S. Treasury Securities				
Government Sponsored Enterprises[(1)]				
Mutual Funds				
Corporate Bonds				
Commercial Paper				
Asset-Backed Securities				
Government Pools[(2)]				
Municipal Bonds				
Certificates of Deposit				
Supranational Securities				
Cash				
TOTAL INVESTMENTS				

(1) Federal Home Loan Mortgage Corp., Federal Home Loan Banks, Federal National Mortgage Association, and Federal Farm Credit Banks.

(2) Local Agency Investment Fund maintained by the Treasurer of the State of California and California Asset Management Program.

Source: The Authority.

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OUTSTANDING AUTHORITY OBLIGATIONS

Outstanding Senior Bonds and Senior Obligations

Following the delivery of the [*description of bonds to be issued*] the Authority will have outstanding Senior Bonds in the aggregate principal amount of [TO BE UPDATED PRIOR TO POS POSTING] [$6,409,790,000 comprised of: (i) $3,821,045,000 of fixed rate bonds; (ii) $735,000,000 of variable rate demand bonds bearing interest at a Daily Rate; (iii) $812,555,000 of variable rate demand bonds bearing interest at a Weekly Rate; (iv) $526,715,000 of bonds bearing interest at Index Rates tied to the SIFMA Swap Index; and (v) $514,475,000 of bonds bearing interest at Term Rates, all as more specifically set forth herein.] See "SUMMARY OF FINANCING PLAN" in the forepart of this Official Statement.

Fixed Rate Bonds. The table below identifies the Senior Bonds that will be outstanding following the delivery of the [*description of bonds*] that bear interest at a Fixed Rate.

TABLE 5
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR FIXED RATE BONDS

Series	Outstanding Principal Amount	Interest Rate	Final Maturity Date (April 1)
2009 Series F-2	$1,300,000,000	Fixed (Taxable)	2049
2017 Series F-1	75,000,000	Fixed	2056
2019 Series F-1	67,400,000	Fixed (Taxable)	2054
2021 Series F-1	285,970,000	Fixed (Taxable)	2040
2021 Series F-2	338,500,000	Fixed	2056
2021 Series F-3	361,500,000	Fixed (Taxable)	2055
2023 Series F-1	351,025,000	Fixed	2054
2023 Series F-2	40,810,000	Fixed	2054
2024 Series F-1	54,805,000	Fixed	2052
2024 Series F-2	250,000,000	Fixed	2045
2025 Series F-1	296,035,000	Fixed	2053
2025 Series F-2	400,000,000	Fixed	2047
TOTAL	**$3,821,045,000**		

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Daily and Weekly Rate Bonds. The table below identifies the Senior Bonds that will be outstanding following the delivery of the [*description of bonds*] that bear interest at a Daily Rate or a Weekly Rate, together with the letter of credit provider and expiration date of the letter of credit for each Series of such Senior Bonds. See "SUMMARY OF FINANCING PLAN" in the forepart of this Official Statement.

TABLE 6
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR DAILY AND WEEKLY RATE BONDS

Series	Outstanding Principal Amount	Letter of Credit Provider	Interest Rate Mode	Letter of Credit Expiration Date
2007 Series G-1	$ 50,000,000	Bank of America, N.A.	Weekly	October 20, 2026
2007 Series A-2	75,000,000	PNC Bank, National Association	Weekly	April 23, 2027
2007 Series B-2	75,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	Weekly	October 20, 2026
2007 Series C-2	25,000,000	PNC Bank, National Association	Weekly	April 23, 2027
2007 Series D-2	100,000,000	Bank of America, N.A.	Weekly	October 20, 2026
2008 Series C-1	25,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	Weekly	October 20, 2026
2008 Series E-1	50,000,000	PNC Bank, National Association	Weekly	April 23, 2027
2023 Series A	175,000,000	Barclays Bank PLC	Daily	April 1, 2027
2023 Series B	110,000,000	Barclays Bank PLC	Daily	April 1, 2028
2024 Series A	85,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	Weekly	April 2, 2029
2024 Series B	110,000,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	Weekly	April 2, 2029
2024 Series C	102,555,000	Sumitomo Mitsui Banking Corporation, acting through its New York Branch	Weekly	April 2, 2029
2024 Series D	152,840,000	TD Bank, N.A.	Daily	April 2, 2029
2024 Series E	97,160,000	Bank of America, N.A.	Daily	April 3, 2028
2024 Series G	115,000,000	Bank of America, N.A.	Weekly	April 3, 2028
2024 Series H	150,000,000	Bank of America, N.A.	Daily	April 2, 2029
2024 Series I	50,000,000	TD Bank, N.A.	Daily	June 26, 2029
TOTAL	**$1,547,555,000**			

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Term Rate and Index Rate Bonds. The table below identifies the Senior Bonds that will be outstanding following the delivery of the [*description of bonds*] that bear interest at a Term Rate or Index Rate, and are not supported by a letter of credit or liquidity facility. See "SUMMARY OF FINANCING PLAN" in the forepart of this Official Statement.

TABLE 7
SAN FRANCISCO BAY AREA TOLL BRIDGE REVENUE BONDS
OUTSTANDING SENIOR TERM RATE AND INDEX RATE BONDS

Series	Principal Amount	Interest Rate (%)	Index Rate	Purchase Date Following End of Index Rate or Term Rate Period
2017 Series A	$114,905,000	2.950		April 1, 2026
2018 Series A	194,735,000	2.625		April 1, 2026
2021 Series C	100,000,000		SIFMA Swap Index plus 0.45%	April 1, 2026
2001 Series A (Francis F. Chin Issue)	150,000,000		SIFMA Swap Index plus 1.25%	April 1, 2027
2021 Series D	150,000,000		SIFMA Swap Index plus 0.30%	April 1, 2027
2021 Series A	204,835,000	2.000		April 1, 2028
2021 Series E	126,715,000		SIFMA Swap Index plus 0.41%	April 1, 2028
TOTAL	**$1,041,190,000**			

Outstanding Subordinate Bonds

The table below identifies the outstanding Subordinate Bonds, which are secured by a pledge of Revenue that is subordinate to the pledge of Revenue securing the Senior Bonds.

As described in Official Statement under the heading "INDENTURE MATTERS – Creation of Second Subordinate Lien; Closing of Subordinate Lien," in March 2025, the Authority covenanted for the benefit of the holders of the Second Subordinate Bonds to not issue or incur additional Subordinate Obligations under the Subordinate Indenture.

TABLE 8
SAN FRANCISCO BAY AREA SUBORDINATE TOLL BRIDGE REVENUE BONDS
OUTSTANDING SUBORDINATE BONDS

Series	Outstanding Principal Amount	Interest Rate	Final Maturity Date
2010 Series S-1	$1,046,125,000	Fixed (Taxable)	April 1, 2050
2010 Series S-3	475,000,000	Fixed (Taxable)	October 1, 2050
2017 Series S-7	1,243,465,000	Fixed	April 1, 2049
2019 Series S-8	121,620,000	Fixed	April 1, 2054
2021 Series S-10	274,240,000	Fixed (Taxable)	April 1, 2050
2024 Series S-11	260,050,000	Fixed	April 1, 2036
TOTAL	**$3,420,500,000**		

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Second Subordinate Lien

The table below identifies the Second Subordinate Bonds that will be outstanding following the delivery of the [*description of bonds*], and which are secured by a pledge of Revenue that is subordinate to the pledge of Revenue securing the Senior Bonds and the Subordinate Bonds.

TABLE 9
SAN FRANCISCO BAY AREA SUBORDINATE TOLL BRIDGE REVENUE BONDS
OUTSTANDING SECOND SUBORDINATE BONDS

Series	Outstanding Principal Amount	Interest Rate	Final Maturity Date
2025 Series SSL-1	$ 45,070,000	Fixed	April 1, 2034
2025 Series SSL-2	113,085,000	Fixed	April 1, 2031
TOTAL	**$158,155,000**		

Qualified Swap Agreements

The Authority currently has outstanding thirteen Qualified Swap Agreements with seven counterparties that, as of June 30, 2025, had an aggregate notional amount of $1,440,000,000. Under all Qualified Swap Agreements, the Authority pays a fixed rate and receives a variable rate based on an index. Each Qualified Swap Agreement may terminate prior to its scheduled termination date and prior to the maturity of the Senior Bonds to which it relates. [SUBJECT TO UPDATE PRIOR TO POSTING POS] [As of [Date], 2025, the aggregate fair market value of the Qualified Swap Agreements was approximately $121.3 million, payable by the Authority if all Qualified Swap Agreements were terminated on such date.] See Table 10 below for a summary of the Authority's Qualified Swap Agreements as of June 30, 2025, and for further information, see "Note 5 Long-Term Debt—Derivative Instruments" and "—Objective and Terms of Hedging Derivative Instruments" on pages 36 – 38 and Schedules 4 through 7 on pages 52-55, of the BATA 2025 FS.

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

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

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

The Authority is not required to post collateral under its Qualified Swap Agreements. The counterparties are not required to post collateral unless they are rated below either "AA-" by S&P or "Aa3"

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by Moody's. Each swap counterparty is required to post collateral to the Authority to secure its exposure in excess of $10 million if the counterparty is rated between either "A+" and "A-" by S&P or "A1" and "A3" by Moody's. However, each counterparty must secure its entire exposure if it is rated below either "A-" by S&P or "A3" by Moody's. Additionally, each of the Qualified Swap Agreements provide the Authority with the right to terminate if the rating of the counterparty (or, if applicable, its credit support provider) to the agreement is withdrawn, suspended or reduced below specified levels by either S&P or Moody's.

See "RISK FACTORS – Index Determination Risk – *Swap Related Risks*" in the forepart of the Official Statement.

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TABLE 10
QUALIFIED SWAP AGREEMENTS
(as of June 30, 2025)

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

(1) The variable rates received pursuant to such Qualified Swap Agreements were originally LIBOR-based. In accordance with the terms of the ISDA 2020 IBOR Fallbacks Protocol adhered to by the Authority and each of its counterparties, the variable rates received by the Authority under the Qualified Swap Agreements are based on SOFR, instead of LIBOR, for calculation periods commencing after the LIBOR cessation date of June 30, 2024. More specifically, the one-month LIBOR variable rate payable to the Authority was replaced with Fallback Rate (SOFR), which is compounded SOFR in arrears, plus the applicable spread adjustment, which for one-month tenors is 11.448 basis points. See "RISK FACTORS – Index Determination Risk – *Index Rate Considerations*" in the forepart of this Official Statement.

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OTHER AUTHORITY OBLIGATIONS

Credit Facilities

The Authority has entered into reimbursement agreements in connection with the irrevocable, direct-pay letters of credit (the "Letters of Credit") obtained to provide liquidity support for its San Francisco Bay Area Toll Bridge Revenue Bonds that bear interest at a Daily Rate or Weekly Rate. These agreements have been entered into with credit providers identified in Table 6 above, which provides a detailed overview of the outstanding bonds, their principal amounts, letter of credit providers, interest rate modes, and expiration dates. See "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations – *Daily and Weekly Rate Bonds.*"

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

The Letters of Credit will expire on the dates shown under "OUTSTANDING AUTHORITY OBLIGATIONS – Outstanding Senior Bonds and Senior Obligations – *Daily and Weekly Rate Bonds* – Table 6 Outstanding Senior Daily and Weekly Rate Bonds" above. An extension of the Letters of Credit or the substitution of another liquidity facility for the applicable Senior Bonds is required by the Senior Indenture until such Senior Bonds are retired or changed, as permitted by the Senior Indenture, to bear interest at a Fixed Rate, a Term Rate, a Commercial Paper Rate, or an Index Rate. The scheduled expiration or the termination by the Authority of a Letter of Credit will, and the substitution of another liquidity facility may, result in a mandatory purchase of the Senior Bonds supported by such Letter of Credit as explained under APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE – THE SENIOR INDENTURE – Mechanics of Optional and Mandatory Tenders."

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

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be remarketed prior to the remarketing of any other remarketed Bonds of such Series tendered for purchase or subject to mandatory purchase.

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

Further Subordinated Obligations

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

CalPERS and MTC Retirement Plan

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

The following table sets out MTC incurred pension expenses for Fiscal Years 2021 through 2025 and the amount of the pension expense allocated to the Authority for each fiscal year, based on the measurement period ending June 30 of the prior year. See Note M on page 19 and Note 6 on page 38-39 of the BATA 2025 FS and Note 1-S and Note 10, on pages 69 and 95-102, respectively of the MTC 2025 ACFR for additional information on the MTC Plan.

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TABLE 11
MTC PENSION EXPENSE AND AUTHORITY ALLOCATION

FYE (June 30)	MTC Pension Expense	Authority Pension Expense Allocation[1]
2021	8,287,759	1,446,636
2022	(644,466)[2]	110,529
2023	5,310,598	2,085,273
2024	10,113,000	2,343,000
2025	10,796,000	1,947,000

(1) Under Governmental Accounting Standards Board Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB No. 68"), MTC has a net liability of approximately $21,615 million of which approximately $1.3 million has been allocated to the Authority for FYE 2025. See Note 10-D at page 98 of the MTC 2025 ACFR.

(2) Under GASB No. 68, MTC reported Pension income of $644,466 for FYE 2022 of which ($110,529) has been allocated to the Authority as a Pension expense based on the true up salary allocation. See Note 8-E at page 100 of the MTC 2022 ACFR.

Source: The Authority.

In July 2025, CalPERS issued its Actuarial Valuation as of June 30, 2024, for the MTC Plan (the "CalPERS 2024 MTC Actuarial Valuation"), which included, among other things, projected future contribution rates for the MTC plan. According to the CalPERS 2024 MTC Actuarial Valuation, the MTC employer contribution rate for FYE 2026 is 14.92% of covered payroll and is projected to be 15.61% of covered payroll for FYE 2027. See "RELATED ENTITIES – Authority Payments to MTC."

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The CalPERS 2024 MTC Actuarial Valuation includes the table below that shows the recent history of the actuarial accrued liability, actuarial value of assets, their relationship and the relationship of the unfunded actuarial accrued liability to payroll for MTC for FYE 2020 through 2024.

TABLE 12
MTC PENSION PLAN INFORMATION

Valuation Date (June 30)	Accrued Liability	Market Value of Assets (MVA)	Unfunded Liability (UL)	Funded Ratios	Annual Covered Payroll
2020	197,077,264	173,116,607	23,960,657	87.8	36,439,778
2021	212,637,634	222,362,494	(9,724,860)	104.6	39,555,612
2022	231,634,583	211,609,173	20,025,411	91.4	42,333,253
2023	256,588,096	225,975,101	30,612,995	88.1	48,425,767
2024	279,696,166	247,540,218	32,155,948	88.5	55,378,007

Source: CalPERS 2024 MTC Actuarial Valuation.

CalPERS issues a comprehensive annual financial report and actuarial valuations that include financial statements and required supplementary information. Copies of the CalPERS comprehensive annual financial report and actuarial valuations, including the CalPERS 2024 MTC Plan Report, may be obtained from CalPERS Financial Services Division. The information set forth therein is not incorporated by reference in this Official Statement.

HISTORICAL AND PRO FORMA REVENUE AND DEBT SERVICE COVERAGE

Historical Revenue and Debt Service Coverage

[SUBJECT TO REVIEW/UPDATE] The following table sets forth Bridge System historical revenue and debt service coverage for FYE 2021 through 2025.

Information in the table is intended to provide bondholders and potential investors with information about revenues and gross debt service coverage. The revenue and expense information presented in the table below is derived in part from audited financial statements prepared in accordance with generally accepted accounting principles; however, as presented below such information differs from the audited presentation and therefore should be read separately. Non-cash items, including unrealized investment gains and losses, amortization of bond premium and discount, and amortization of deferred amount on refunding are excluded from these calculations. In disclosures for periods prior to FYE 2021, including annual reports, these items were included in the calculations.

This table does not calculate the coverage ratio covenants or additional bonds tests that are set forth in the Senior Indenture or the Subordinate Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" and "SUMMARY OF FINANCING PLAN – Additional Bonds Test" in the forepart of this Official Statement and in APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" and APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE."

Generally, swap rates are used for variable rate demand bonds that have corresponding qualified swap agreements, the interest on taxable Build America Bonds is net of the subsidy payments, which payments are excluded from revenues, and bank fees are excluded from debt service. Maintenance and Operation Expenses shown in the table below include operating expenses incurred by the Authority and

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other operating agencies. See "BRIDGE TOLL REVENUES – Operations and Maintenance – Table 3 Historical Operating Expenses" above.

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

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TABLE 13
BRIDGE SYSTEM
HISTORICAL REVENUE AND DEBT SERVICE COVERAGE
($ in thousands)

Fiscal Year Ended June 30,	**2021**	**2022**	**2023**	**2024**	**2025**
Revenue					
Bridge Toll Revenues	$830,405[1]	$756,197[1]	$807,419[1]	$801,570[1]	$891,421[1]
Interest Earnings[2]	8,810	9,847[3]	73,195	104,792	164,932
Other Revenues[4]	32,416	19,937	25,562	35,573	54,354
Total Revenue Under Senior Indenture [A]	$871,631	$785,981	$906,176	$941,935	$1,110,707
Debt Service on Senior Bonds and Parity Obligations [B][5]	$179,083	$223,442	$261,566	$261,623	$289,934
Gross Senior Debt Service Coverage [A/B][6]	4.87x	3.52x	3.46x	3.60x	3.83x
Less Maintenance and Operation Expenses [C][7]	$(93,366)	$(118,159)	$(106,137)	$(122,412)	$(130,948)
Total Available Revenue Under Subordinate Indenture [A-C = D]	$778,265	$667,822	$800,039	$819,523	$979,759
Debt Service on Senior Bonds, Parity Obligations and Subordinate Bonds[E][5]	$339,174	$380,397	$432,058	$452,183	$478,699
Aggregate Debt Service Coverage (Subordinate Indenture) [D/E] [6]	2.29x	1.76x	1.85x	1.81x	2.05x
Debt Service on Senior Bonds, Parity Obligations, Subordinate Bonds and Second Subordinate Bonds[F][6]					$479,564
Aggregate Debt Service Coverage (Second Subordinate Indenture) [D/F][7]					2.04x

(1) Includes toll revenues collected pursuant to SB 595 ($278 million of toll revenues collected in FYE 2025; $213 million of toll revenues collected in FYE 2024; $215 million of toll revenues collected in FYE 2023, $159 million of toll revenues collected in FYE 2022, $99 million of toll revenues collected in FYE 2021 and $180 million of toll revenues collected prior to July 1, 2020 and recognized in FYE 2021).

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

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

(4) Consists of violation revenues. See "BRIDGE TOLL REVENUES – Toll Collections – *Toll Violators*" with respect to the recent changes to the Authority's policies and procedures for imposing violation penalties.

(5) Including accrual of interest less Build America Bonds Subsidy, which subsidy was reduced by 5.7% in federal fiscal years 2021-2025 as a result of the sequestration order. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement, Note 1-Y page 21 of the BATA 2025 FS. Includes non-cash items such as accrual of interest. Excludes one-time prepayment of FYE 2021 principal of and related interest on certain Senior Bonds in the amount of approximately $89 million and Subordinate Bonds in the amount of approximately $63 million undertaken by the Authority in May 2020 through the use of unrestricted available funds of the Authority. Excludes one-time prepayment of approximately $82 million in FYE 2022 principal of and related interest on certain Subordinate Bonds undertaken by the Authority in June 2021 through the use of unrestricted available funds of the Authority.

(6) This table does not calculate coverage ratio covenants or additional bonds tests that are discussed under "SECURITY AND SOURCES OF PAYMENT FOR THE TOLL BRIDGE REVENUE BONDS" and "SUMMARY OF FINANCING PLAN – Additional Bonds Test" in the forepart of this Official Statement and in APPENDIX B — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE" and APPENDIX C — "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE

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SUBORDINATE INDENTURE."

(7) The maintenance and operation expenses reflect the net operating and maintenance expenses incurred by the Authority, factoring in reimbursements received from the Golden Gate Bridge and Bay Area high occupancy toll lane owners. See "BRIDGE TOLL REVENUES – Operations and Maintenance – Table 3 Historical Operating Expenses."

[(_)]

Source: The Authority.

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

The following table sets forth pro forma revenues and expenditures of the Authority and pro forma debt service coverage for its Fiscal Years ending June 30, 2026 through 2030. Generally, the pro forma Bridge Toll Revenues for Fiscal Year ending June 30, 2026 reflect budgeted revenues and expenses. These pro forma financials were prepared as of [DATE], 2026, and do not reflect actual results and transactions occurring after [DATE], 2026 during FYE 2026, FYE 2027 or thereafter. Further assumptions made in preparing the pro forma revenues are detailed below.

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

The pro forma Bridge Toll Revenues set forth below represent the Authority's calculation of future results as of the date of preparation of the table based on information then available to the Authority, including events that may have occurred in the past as well as estimates, trends and assumptions that may occur in the future and are inherently subject to economic, political, regulatory, competitive and other uncertainties, all of which are difficult to predict and many of which will be beyond the control of the Authority. As a result, pro forma results may not be realized and actual results could be significantly higher or lower than estimated.

The Authority is not obligated to update, or otherwise revise the prospective financial information or the specific portions presented to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions are shown to be in error.

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

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[TO BE UPDATED PRIOR TO POS POSTING]
TABLE 14
BRIDGE SYSTEM
PRO FORMA REVENUE, OPERATIONS & MAINTENANCE
EXPENSES AND DEBT SERVICE COVERAGE[(1)]
($ in thousands)

		Fiscal Year Ended June 30				
		2026	**2027**	**2028**	**2029**	**2030**
	Senior Obligation Debt Service					
A	Bridge Toll Revenues[(2)]	$984,627				
B	Interest Earnings	103,507				
C	Other Revenues[(3)]	47,335				
D	Total Revenue	$1,135,469				
E	Existing Senior Bonds and Parity Obligations[(4)]					
F	Additional Senior Bonds					
G	Total Senior Bonds and Parity Obligations					
H	Senior Debt Service Coverage (D/G)					
	Subordinate Bond and Second Subordinate Bond Debt Service					
I	Total Revenue					
J	Debt Service on Senior Bonds and Parity Obligations					
K	Existing Subordinate Bond Debt Service[(5)]					
L	Existing Second Subordinate Bond Debt Service					
M	New Second Subordinate Bond Debt Service					
N	Aggregate Debt Service					
O	Gross Aggregate Debt Service Coverage (I/N)					
P	Total Revenue					
Q	Less: Maintenance and Operations Expenses[(6)]					
R	Net Available Revenue					
	Net Aggregate Debt Service Coverage (R/N)					

(1) The pro forma revenues in this table were prepared as of [DATE], 2026, using data available at that time, including the BATA 2025 FS, MTC 2025ACFR, and the Authority's adopted budget for FYE 2026. These estimates do not reflect actual results and transactions occurring after [DATE], 2026 during FYE 2026, FYE 2027 or thereafter. Actual results are likely to vary from budget. This table does not calculate coverage ratio covenants or additional bonds tests specified in the Senior, Subordinate and Second Subordinate Indentures. Debt payments are shown on a cash payment basis and will differ from the GAAP based accrual costs recorded by the Authority. This table assumes the issuance of the 2026-2 Fixed Rate Bonds and the refunding of the Refunded Bonds. Pro Forma annual debt service requirements for all of the Authority's outstanding Senior Bonds, Subordinate Bonds and Second Subordinate Bonds are set forth in APPENDIX G – "PRO FORMA DEBT SERVICE SCHEDULE."

(2) See "BRIDGE TOLL REVENUES – Toll Rates – Table 2 Bridge System Total Toll Rates". FYE 2026 amounts based on the Authority's adopted budget for FYE 2026. The Pro Forma Bridge Toll Revenues assume traffic growth at a rate of [0.50]% for FYE 2027 and each fiscal year thereafter. Bridge toll rates reflect full implementation of FasTrak® pricing; does not reflect toll differential for license plates or invoice accounts. See "THE BRIDGE SYSTEM – Bridge Traffic" herein.

(3) Other Revenues include revenues from toll violations and reimbursements for costs related to CSC operations and FasTrak® from other agencies. As presented in this table, violation revenues are assumed to stay constant while reimbursements are expected to increase at the same growth rate as Bridge Toll Revenues. See "BRIDGE TOLL REVENUES – Toll Collections – *Toll Violators*" with respect to changes to the Authority's policies and procedures for imposing violation penalties. See also "BRIDGE TOLL REVENUES – Toll Collections – *FasTrak® Regional Customer Service Center*" and "THE BRIDGE SYSTEM – Bridge Traffic" herein.

(4) Reflects actual interest rates for outstanding fixed rate Senior Bonds. Assumes an interest rate per annum for hedged variable rate and term rate Senior Bonds equal to the fixed rate payable under related interest rate swap arrangements plus any fixed spread on relevant bonds while in an Index Mode. Assumes interest rates on unhedged variable rate bonds based on the Authority's assumptions, which consist of [2.00]% plus any fixed spread, if applicable. Interest on unhedged term rate bonds is calculated at the term rate through the term period and then at the unhedged variable rate assumptions from the mandatory tender date through maturity. Due to sequestration, the U.S. Treasury Department has announced a decrease in Build America Bonds subsidy amounts by 5.7% in federal fiscal year 2021 through federal fiscal year 2030. This decrease is reflected in debt service shown above. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement.

(5) Reflects the actual interest rates for outstanding fixed rate Subordinate Bonds. Due to sequestration, the U.S. Treasury Department has announced a decrease in Build America Bonds subsidy amounts by 5.7% in federal fiscal year 2021 through federal fiscal year 2030. This decrease is reflected in debt service shown above. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement.

(6) The pro forma maintenance and operating expenses shown reflect the net operating and maintenance expenses expected to be incurred by the Authority. See "BRIDGE TOLL REVENUES – Operations and Maintenance."

Source: The Authority.

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The levels of traffic assumed, estimated toll revenue, estimated additional bonds debt service and estimated maintenance and operations expenses in the foregoing are based solely upon estimates and assumptions made by the Authority. Actual levels of traffic and toll revenue may differ materially from the pro forma levels set forth in the above table. Actual interest earnings, debt service interest rates, interest subsidy payments, swap revenues and maintenance and operations expenses may also differ materially from the pro forma.

The interest earnings shown in the table above are calculated assuming that the Authority's investment rate assumptions, which range from 2.00% to 2.50%, are realized, on average, by the Authority in its investment of cash balances, including debt service reserve funds.

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

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

RELATED ENTITIES

The Authority has interactions with a number of related entities the obligations of which are not obligations of the Authority. Nor are the obligations of such entities payable from Bridge Toll Revenues. Four of these agencies which have overlapping governing boards with the Authority, MTC, the Bay Area Infrastructure Financing Authority ("BAIFA"), the Bay Area Housing Finance Authority ("BAHFA"), and the Public Transit Revenue Measure District, and certain of their respective activities, are described below.

[ALL SUBSECTIONS SUBJECT TO AUTHORITY REVIEW/UPDATE]

Metropolitan Transportation Commission

MTC is a public agency created in 1970 by California law for the purpose of providing regional transportation planning and organization for the nine San Francisco Bay Area counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma, sometimes collectively referred to herein as the "Bay Area." As such, it is responsible for regularly updating the regional transportation plan, a comprehensive blueprint for the development of mass transit, highway, airport, seaport, ferry, railroad, and bicycle and pedestrian facilities. MTC administers state and federal grants for transportation projects and screens requests from local agencies for such grant funding to determine their compatibility with the regional transportation plan. The regional transportation plan is published within the sustainable communities strategy that is jointly developed for the Bay Area by MTC and the Association of Bay Area Governments ("ABAG"). In July 2017, the staffs of MTC and ABAG consolidated. With approximately 400 authorized positions, this combined workforce is supporting the governing boards of both agencies and addressing challenges like housing affordability, access to jobs and congestion across the Bay Area's highways.

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Climate Change, Resiliency and Ongoing Planning. MTC is engaged in ongoing resilience and planning efforts to help prepare, protect and preserve transportation resources, including the Bridges, in the Bay Area from the effects of climate change hazards such as sea level rise, extreme storms and drought as well as natural disasters including earthquakes, floods, landslides and fires. These efforts include long range planning, such as Plan Bay Area 2050, which is the long-range regional plan that includes future efforts and possible solutions for a wide array of infrastructure projects and needs arising from climate change hazards. MTC participates in efforts such as Bay Adapt and Adapting to Rising Tides, which is led by the San Francisco Bay Conservation and Development Commission. These efforts assess sea level rise vulnerabilities and identify potential adaptation strategies at a broad level. In some parts of the Bay Area, sub-regional partnerships are emerging to consider multi-benefit adaptation strategies and partnerships. The Authority and Caltrans expect to participate in these discussions where they apply to the State-owned toll bridges, and are currently coordinating funding agreements to conduct climate change adaptation planning and project development related to the State-owned toll bridges.

Other resiliency projects include engagement by MTC and partners to make State Route 37 ("SR 37") more resilient against chronic traffic congestion, flooding and sea level rise. See "— Other Finance Authorities – *Bay Area Infrastructure Financing Authority*" below for further discussion of the Resilient SR 37 Program. MTC has also developed the *Sea Level Rise Adaptation Funding and Investment Framework* (July 2023).

The California Cap-and-Trade Program ("Program"), adopted in 2011 and subsequently extended in 2016 through 2030, regulates entities emitting 25,000 or more metric tons of carbon dioxide equivalent per year and entities in certain listed industries, including major industrial sources, electricity generating facilities, fuel suppliers and fuel distributors. The Program's effects on the price of gasoline, economic activity and transportation mode choices in the San Francisco Bay Area, all of which may impact Bridge Toll Revenues, are difficult to predict. Further, the Authority is unable to predict if any additional federal, State and local laws and regulations with respect to greenhouse gas emissions or other environmental issues will be adopted, or what effects such laws and regulations will have on the underlying factors that influence vehicle traffic volume on the Bridge System. The effects, while unknown, could be material.

Other Finance Authorities

Bay Area Infrastructure Financing Authority. BAIFA is a joint powers authority created in 2006 by the Authority and MTC. BAIFA oversees the financing, planning, and operation of MTC's express lanes and also works with Caltrans, the California Highway Patrol and county transportation agencies on the overall Bay Area express lanes network. The first of such express lanes, constructed along Interstate 680 between Walnut Creek and San Ramon, commenced revenue operations in October 2017. BAIFA is governed by a governing board that is coterminous with MTC's governing board, and MTC's chair and vice chair also serve as BAIFA's chair and vice chair.

In prior legislative sessions of the California Assembly, bills were introduced but did not pass to convert SR 37 into a toll road. MTC and BAIFA are working in partnership with transportation authorities in Solano, Sonoma, Napa and Marin and the California Department of Transportation in the development of a Resilient SR 37 Program (the "SR 37 Program") to address the challenges facing this important regional transportation connection. In May 2023, the California Transportation Commission ("CTC") authorized tolling on SR 37 as a part of the Sears Point to Mare Island Improvement Project. BAIFA will serve as the tolling authority for SR 37. The Authority cannot predict whether SR 37 will be converted to a toll road and any outcomes of the SR 37 Program.

Bay Area Housing Finance Authority. BAHFA is a regional housing finance authority created by the State Legislature in 2019 in response to the region's housing crises. The State Legislature conferred

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upon BAHFA the authority to raise and allocate new revenue to finance affordable housing projects throughout the San Francisco Bay Area, including the power to issue general obligation bonds backed by ad valorem property taxes, and the ability to utilize the proceeds of parcel taxes, gross receipts taxes, per-employee corporate taxes, and commercial linkage fees. The BAHFA Board is comprised of the same members of MTC, and the ABAG Executive Board serves as the Executive Board of BAHFA. These two boards share governing responsibilities for BAHFA.

Bay Area Headquarters Authority. The Bay Area Headquarters Authority or "BAHA" is a joint exercise of powers authority created by a Joint Exercise of Powers Agreement (the "BAHA Agreement") between the Authority and MTC. BAHA was created to plan, acquire, and develop office space and facilities and undertake related activities by exercising the common powers of the Authority and MTC and the powers separately conferred by law. The Authority contributed $256 million to BAHA pursuant to the BAHA Agreement to support the acquisitions and development of the office facility at 375 Beale Street in San Francisco, California (the "Administration Building"). [As of [DATE], BAHA has returned to BATA approximately $## million of such contribution.]

Public Transit Revenue Measure District. In 2025, the Public Transit Revenue Measure District ("Transit Measure District") was created by SB 63 passed by the State Legislature and signed into law by the Governor. The Transit Measure District is a separate legal entity with a governing board that is coterminous with the MTC's governing board. The Transit Measure District is authorized to place a 2026 sales tax measure on the ballot in five Bay Area counties (Alameda, Contra Costa, San Mateo, Santa Clara and the City and County of San Francisco) to fund and improve public transit in accordance with the 2021 Bay Area Transit Transformation Action Plan. The Authority does not have any statutory obligations or responsibilities related to the Transit Measure District.

LITIGATION

General

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the [*description of bonds*], the application of the proceeds thereof in accordance with the [Senior Indenture and the Second Subordinate Indenture], the collection or application of the Bridge Toll Revenues, or the statutory lien thereon, in any way contesting or affecting the validity or enforceability of the [*description of bonds*], or the [Senior Indenture or the Second Subordinate Indenture], in any way contesting the completeness or accuracy of this Official Statement or the powers of the Authority with respect to the [*description of bonds*], or the [Senior Indenture or the Second Subordinate Indenture], or which could, if adversely decided, have a materially adverse impact on the Authority's financial position or the Authority's ability to collect Bridge Toll Revenues.

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

[SUBJECT TO LITIGATION COUNSEL REVIEW AND UPDATE PRIOR TO POS POSTING]

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AET Lawsuits

In January 2021, the Authority obtained a defense verdict after trial of a certified class action, involving three consolidated actions (collectively, the "AET Lawsuits"), in San Francisco Superior Court against the Authority and other defendants claiming deficiencies in policies and procedures with regard to the processing and assessment of violation penalties by the all-electronic tolling collection system on the Golden Gate Bridge. In March 2021, the court approved a post-judgment settlement which included plaintiffs' waiver of all appeals in exchange for a waiver of costs, thus resolving all post-judgment issues. The AET Lawsuits did not directly implicate the toll collection system on any of the Bridge System bridges. The Authority previously contracted with Xerox (now Conduent) for management of the toll collection customer service center for the Golden Gate Bridge as well as all the bridges in the Bridge System as described under "BRIDGE TOLL REVENUES – Toll Collections – *FasTrak® Regional Customer Service Center*."

Additional class action lawsuits were filed in San Francisco Superior Court against the Authority and others alleging deficiencies in the tolling program on the Golden Gate Bridge, as well as all of the Bridge System bridges. These class actions, which have been consolidated, allege that the Authority and other defendants improperly disclose motorists' Personally Identifiable Information in violation of various privacy statutes, and improperly obtain consumer reports in violation of the Fair Credit Reporting Act (collectively, the "PII Lawsuits"). The PII Lawsuits sought actual damages, statutory penalties, attorneys' fees and injunctive and declaratory relief. In August 2022, the court denied Plaintiffs' motion for class certification in its entirety on the ground that plaintiffs' claims lack merit as a matter of law. Plaintiffs failed to timely appeal the ruling, thus, their untimely appeal was dismissed. The case proceeded thereafter on behalf of the two individual plaintiffs with remaining claims and was set for trial in October 2023. One of the plaintiffs settled his case against all defendants prior to trial. On the eve of trial at the pre-trial conference, the court dismissed the remaining plaintiff's claims and entered judgment in favor of the defendants. Plaintiff filed a timely appeal of the judgment, which is pending.

Based on the facts known to the Authority as of the date of this Official Statement, the Authority does not expect the AET Lawsuits or the PII Lawsuits to have a material adverse impact on its revenues or its ability to pay its obligations, including the [*description of bonds*].

Other Litigation

The Alameda County Taxpayers' Association ("ACTA") filed a complaint against the Tri-Valley - San Joaquin Valley Regional Rail Authority ("TVRA") and other co-defendants, including the Authority and MTC, challenging the development and funding of a rail project connecting Dublin-Pleasanton BART to San Joaquin County. ACTA claims that the Authority and MTC unlawfully allocated AB 1171 toll bridge seismic retrofit revenues to the project. ACTA is seeking a court order against MTC to rescind its AB 1171 transfers to TVRA and to enjoin future transfers. The Authority, MTC, TVRA and other co-defendants are defending against the suit.

Mark Baker sued the Authority and MTC, as well as Caltrans alleging that the "Bay Lights 360" project – a privately-funded art installation on the San Francisco-Oakland Bay Bridge consisting of decorative lights – violates the California Environmental Quality Act, the National Environmental Quality Act, the Rehabilitation Act, the Americans with Disabilities Act, and the federal Fourteenth Amendment. Mr. Baker seeks injunctive relief to require additional environmental reports and prevent completion of the project. The Authority, MTC, and Caltrans are defending against the suit.

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LEGISLATION, INITIATIVE AND REFERENDA MATTERS

Legislation and Related Matters. From time to time, bills are introduced in the State Legislature that may impact the Authority. The State Legislature convened [Date], 2026 for its 2026 session (the "2026 Legislative Session"), which is ongoing as of the date of this Official Statement. The Authority is not aware of any pending legislation which could have a material adverse effect on the Authority's finances or operations. The Authority cannot predict the bills that may be introduced in the State Legislature during the 2026 Legislative Session and what impact they might have on the Authority.

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

As one example, SB 595 was enacted in 2017, imposing a toll increase of up to $3.00 for the Bridge System, subject to approval of the increase by a majority of voters in the San Francisco Bay Area. RM3 was placed on the ballot in all nine counties in the San Francisco Bay Area and, on June 5, 2018, a majority of Bay Area voters approved RM3, including a toll increase of $3.00 phased in over time. Two suits were subsequently filed asserting, among other claims, that SB 595 was a change in state statute resulting in a higher tax, which would have required approval of two-thirds of all members of the State Legislature, and that RM3 was a tax which required two-thirds voter approval under Propositions 26 and 218.

In June 2020, in connection with a consolidated appeal by the plaintiffs in the case *Howard Jarvis Taxpayers Ass'n v. Bay Area Toll Auth.* (2020) 51 Cal.App.5th 435, the California Court of Appeal, First Appellate District (the "Court of Appeal") agreed with the Authority's arguments that the toll increase imposed by SB 595 is excepted from the definition of tax under Article XIII A because it is a charge imposed for the entrance to or use of State property, and that such exception is not subject to limitations relating to the reasonableness of the cost of the toll increase or the manner in which such cost is allocated to payors, as plaintiffs had argued (the "*Jarvis* Decision"). In October 2020, the California Supreme Court granted review of the *Jarvis* Decision, but subsequently dismissed its review on January 25, 2023. On February 23, 2023, the Court of Appeal certified the *Jarvis* Decision as final.

Initiative and Referenda. Under the State Constitution, the voters of the State have the ability to initiate legislation and require a public vote on legislation passed by the State Legislature through the powers of initiative and referendum, respectively.

The Authority is unable to predict whether any other initiatives might be submitted to or approved by the voters, the nature of such initiatives, or their potential impact on the Authority or related entities.

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EXHIBIT I

LIST OF AUTHORIZED REGIONAL MEASURE 3 CAPITAL PROJECTS

	Project Name	Total Funding Authorized by SB 595[±]
1	BART Expansion Cars	$ 500,000,000
2	Bay Area Corridor Express Lanes	316,700,000
3	Goods Movement and Mitigation	160,000,000
4	San Francisco Bay Trail / Safe Routes to Transit	150,000,000
5	Ferry Enhancement Program	300,000,000
6	BART to San Jose Phase 2	375,000,000
7	Sonoma-Marin Area Rail Transit District ("SMART") Extension to Windsor & Healdsburg	40,000,000
8	Capitol Corridor	90,000,000
9	Caltrain Downtown Extension	325,000,000
10	Muni Fleet Expansion and Facilities	140,000,000
11	Core Capacity Transit Improvements	140,000,000
12	AC Transit Rapid Bus Corridor Improvements	100,000,000
13	Transbay Rail Crossing	50,000,000
14	Tri-Valley Transit Access Improvements	100,000,000
15	Eastridge to BART Regional Connector	130,000,000
16	San Jose Diridon Station	100,000,000
17	Dumbarton Corridor Improvements	130,000,000
18	Highway 101/State Route 92 Interchange	50,000,000
19	Contra Costa 680/State Route 4 Interchange Improvements	210,000,000
20	U.S. 101 Marin-Sonoma Narrows	120,000,000
21	Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project	133,300,000
22	Interstate 80/Westbound Truck Scales	105,000,000
23	State Route 37 Improvements	100,000,000
24	San Rafael Transit Center	30,000,000
25	Richmond-San Rafael Bridge Access Improvements	210,000,000
26	North Bay Transit Access Improvements	100,000,000
27	SR 29 Improvements	20,000,000
28	Next Generation Clipper Transit Fare Payment System	50,000,000
29	Interstate 680/Interstate-880/Route 262 Freeway Connector	15,000,000
30	Interstate 680/SR 84 Interchange Reconstruction	85,000,000
31	Interstate 80 Transit Improvements	25,000,000
32	Byron Highway-Vasco Road Airport Connector	10,000,000
33	Vasco Road Safety Improvements	15,000,000
34	East Contra Costa County Transit Intermodal Station	15,000,000
35	Interstate 680 Transit Improvements	10,000,000
	Capital Projects Grand Total	**$4,450,000,000**

[±] Total funding amount authorized by SB 595, including subsequent amendments approved in accordance with SB 595.

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Regional Measure 3 Capital Expenditures.

Pursuant to Section 30914 of the Act, the Authority shall fund the capital projects described below. These projects and programs have been determined to reduce congestion or to make improvements to travel in the toll bridge corridors, from toll revenues of all bridges:

1. **BART Expansion Cars.** Purchase new railcars for the Bay Area Rapid Transit District ("BART") to expand its fleet and improve reliability. The project sponsor is the BART.

2. **Bay Area Corridor Express Lanes.** Fund the environmental review, design, and construction of express lanes to complete the Bay Area Express Lane Network, including supportive operational improvements to connecting transportation facilities. Eligible projects include, but are not limited to, express lanes on Interstate 80, Interstate 580, and Interstate 680 in the Counties of Alameda and Contra Costa, Interstate 880 in the County of Alameda, Interstate 280 in the City and County of San Francisco, Highway 101 in the City and County of San Francisco and the County of San Mateo, State Route 84 and State Route 92 in the Counties of Alameda and San Mateo, Interstate 80 from Red Top Road to the intersection with Interstate 505 in the County of Solano, and express lanes in the County of Santa Clara. Eligible project sponsors include the Bay Area Infrastructure Financing Authority, and any countywide or multicounty agency in a bay area county that is authorized to implement express lanes. The Metropolitan Transportation Commission shall make funds available based on performance criteria, including benefit-cost and project readiness.

3. **Goods Movement and Mitigation.** Provide funding to reduce truck traffic congestion and mitigate its environmental effects. Eligible projects include, but are not limited to, improvements in the County of Alameda to enable more goods to be shipped by rail, access improvements on Interstate 580, Interstate 80, and Interstate 880, and improved access to the Port of Oakland. The Metropolitan Transportation Commission shall consult and coordinate with the Alameda County Transportation Commission to select projects for the program. Eligible applicants include cities, counties, countywide transportation agencies, rail operators, and the Port of Oakland. The project sponsor is the Metropolitan Transportation Commission and the Alameda County Transportation Commission.

4. **San Francisco Bay Trail/Safe Routes to Transit.** Provide funding for a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals. Eligible applicants include cities, counties, transit operators, school districts, community colleges, and universities. The project sponsor is the Metropolitan Transportation Commission.

5. **Ferry Enhancement Program.** Provide funding to purchase new vessels, upgrade and rehabilitate existing vessels, build facilities and landside improvements, and upgrade existing facilities. The project sponsor is the San Francisco Bay Area Water Emergency Transportation Authority.

6. **BART to San Jose Phase 2.** Extend BART from Berryessa Station to San Jose and Santa Clara. The project sponsor is the Santa Clara Valley Transportation Authority.

7. **Sonoma-Marin Area Rail Transit District ("SMART").** Provide funding to extend the rail system north of the Charles M. Schulz-Sonoma County Airport to the Cities of Windsor and Healdsburg and

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implementation of the multi-use pathway along SMART right-of-way. The project sponsor is the Sonoma-Marin Area Rail Transit District.

8. **Capitol Corridor.** Provide funding for track infrastructure that will improve the performance of Capital Corridor passenger rail operations by reducing travel times, adding service frequencies, and improving system safety and reliability. The project sponsor is the Capital Corridor Joint Powers Authority.

9. **Caltrain Downtown Extension.** Extend Caltrain from its current terminus at Fourth Street and King Street to the Transbay Transit Center. The Metropolitan Transportation Commission shall allocate funding to the agency designated to build the project, which shall be the project sponsor.

10. **MUNI Fleet Expansion and Facilities.** Fund replacement and expansion of the San Francisco Municipal Transportation Agency's MUNI vehicle fleet and associated facilities. The project sponsor is the San Francisco Municipal Transportation Agency.

11. **Core Capacity Transit Improvements.** Implement recommendations from the Core Capacity Transit Study and other ideas to maximize person throughput in the transbay corridor. Eligible projects include, but are not limited to, transbay bus improvements and high-occupancy vehicle (HOV) lane access improvements. Priority funding shall be the Alameda-Contra Costa Transit District's ("AC Transit") Tier 1 and Tier 2 projects identified in the study. The project sponsors are the Metropolitan Transportation Commission, Alameda County Transportation Commission, and AC Transit.

12. **AC Transit Rapid Bus Corridor Improvements.** Fund bus purchases and capital improvements to reduce travel times and increase service frequency along key corridors. The project sponsors are AC Transit and Alameda County Transportation Commission.

13. **Transbay Rail Crossing.** Fund preliminary engineering, environmental review, and design of a second transbay rail crossing and its approaches to provide additional rail capacity, increased reliability, and improved resiliency to the corridor. Subject to approval by the Metropolitan Transportation Commission, funds may also be used for construction, and, if sufficient matching funds are secured, to fully fund a useable segment of the project. The project sponsor is the Bay Area Rapid Transit District.

14. **Tri-Valley Transit Access Improvements.** Provide interregional and last-mile transit connections on the Interstate 580 corridor in the County of Alameda within the Tri-Valley area of Dublin, Pleasanton, and Livermore. The Metropolitan Transportation Commission shall consult with the Alameda County Transportation Commission, the Bay Area Rapid Transit District, and local jurisdictions to determine the project sponsor.

15. **Eastridge to BART Regional Connector.** Extend Santa Clara Valley Transportation Authority light rail from the Alum Rock station to the Eastridge Transit Center. The project sponsor is the Santa Clara Valley Transportation Authority.

16. **San Jose Diridon Station.** Redesign, rebuild, and expand Diridon Station to more efficiently and effectively accommodate existing regional rail services, future BART and high-speed rail service, and Santa Clara Valley Transportation Authority light rail and buses. The project sponsor shall consider accommodating a future connection to Norman Y. Mineta San Jose International Airport and

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prioritizing non- auto access modes. The project sponsor is the Santa Clara Valley Transportation Authority.

17. **Dumbarton Corridor Improvements.** Fund planning, environmental review, design, and construction of capital improvements within Dumbarton Bridge and rail corridor in the Counties of Alameda and San Mateo to relieve congestion, increase person throughput, and offer reliable travel times. Eligible projects include, but are not limited to, the projects recommended in the Dumbarton Corridor Transportation Study and improvements to facilitate rail and transit connectivity among the Altamont Corridor Express, Capitol Corridor, and Bay Area Rapid Transit District, including a rail connection at Shinn Station. The project sponsors are the Bay Area Toll Authority, Alameda County Transportation Commission, the San Mateo County Transit District, and the San Mateo County Transportation Authority.

18. **Highway 101/State Route 92 Interchange.** Fund improvements to the interchange of Highway 101 and State Route 92 in the County of San Mateo. The project is jointly sponsored by the City/County Association of Governments of San Mateo County and the San Mateo County Transportation Authority.

19. **Contra Costa Interstate 680/State Route 4 Interchange Improvements.** Fund improvements to the Interstate 680/State Route 4 interchange to improve safety and reduce congestion, including, but not limited to, a new direct connector between northbound Interstate 680 and westbound State Route 4, a new direct connector between eastbound State Route 4 and southbound Interstate 680, and widening of State Route 4 to add auxiliary lanes and high-occupancy vehicle lanes. The project sponsor is the Contra Costa Transportation Authority.

20. **Highway 101-Marin/Sonoma Narrows.** Construct northbound and southbound high-occupancy vehicle lanes on Highway 101 between Petaluma Boulevard North in Petaluma and State Route 37 in Novato. The project scope shall also include updating high occupancy vehicle lane hours signage on Highway 101 between Arata Lane in Windsor and North Bridge Boulevard in Sausalito. The project sponsors are the Transportation Authority of Marin and the Sonoma County Transportation Authority.

21. **Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project.** Construct Red Top Road interchange and westbound Interstate 80 to southbound Interstate 680 connector. The project sponsor is the Solano Transportation Authority.

22. **Interstate 80 Westbound Truck Scales.** Improve freight mobility, reliability, and safety on the Interstate 80 corridor by funding improvements to the Interstate 80 Westbound Truck Scales in the County of Solano. The project sponsor is the Solano Transportation Authority.

23. **State Route 37 Improvements.** Fund near-term and longer-term improvements to State Route 37 to improve the roadway's mobility, safety, and long-term resiliency to sea level rise and flooding. For the purposes of the environmental review and design, the project shall include the segment of State Route 37 from the intersection in Marin County with Highway 101 to the intersection with Interstate 80 in the County of Solano. Capital funds may used on any segment along this corridor, as determined by the project sponsors. The project is jointly sponsored by the Transportation Authority of Marin, the Napa Valley Transportation Authority, the Solano Transportation Authority, Sonoma County Transportation Authority, and MTC. Funds for this project may be allocated to any of the project sponsors.

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24. **San Rafael Transit Center.** Construct a replacement to the San Rafael (Bettini) Transit Center on an existing or new site, or both, in downtown San Rafael. The selected alternative shall be approved by the City of San Rafael, the Golden Gate Bridge, Highway and Transportation District, the Transportation Authority of Marin, and Marin Transit. The project sponsor is the Golden Gate Bridge, Highway and Transportation District.

25. **Richmond-San Rafael Bridge Access Improvements.** Fund eastbound and westbound improvements in the Richmond-San Rafael Bridge corridor, including a direct connector from northbound Highway 101 to eastbound Interstate 580, westbound access and operational improvements in the vicinity of the toll plaza east of the bridge in Contra Costa County, and Richmond Parkway interchange improvements. Of the amount allocated to this project, one hundred thirty-five million dollars ($135,000,000) shall be dedicated to the direct connector from northbound Highway 101 to eastbound Interstate 580 in Marin County and seventy-five million dollars ($75,000,000) shall be dedicated to the projects in Contra Costa County. The project sponsors are the Bay Area Toll Authority, the Contra Costa Transportation Authority, and the Transportation Authority of Marin.

26. **North Bay Transit Access Improvements.** Provide funding for transit improvements, including, but not limited to, bus capital projects, including vehicles, transit facilities, and access to transit facilities, benefiting the Counties of Marin, Sonoma, Napa, Solano, and Contra Costa. Priority shall be given to projects that are fully funded, ready for construction, and serving rail transit or transit service that operates primarily on existing or fully funded high-occupancy vehicle lanes. The project sponsor is the Metropolitan Transportation Commission. Eligible applicants are any transit operator providing service in the Counties of Contra Costa, Marin, Napa, Solano, or Sonoma.

27. **State Route 29 Improvements.** Eligible project expenses include State Route 29 major intersection improvements, including Soscol Junction, and signal and signage improvements, which may include multimodal infrastructure and safety improvements between Carneros Highway (State Route 12/121) and American Canyon Road. The project sponsor is the Napa Valley Transportation Authority.

28. **Next-Generation Clipper Transit Fare Payment System.** Provide funding to design, develop, test, implement, and transition to the next generation of Clipper, the bay area's transit fare payment system. The next-generation system will support a universal, consistent, and seamless transit fare payment system for the riders of transit agencies in the bay area. The project sponsor is the Metropolitan Transportation Commission.

29. **Interstate 680/Interstate 880/Route 262 Freeway Connector.** Connect Interstate 680 and Interstate 880 in southern Alameda County to improve traffic movement, reduce congestion, and improve operations and safety. The project sponsor is the Alameda County Transportation Commission.

30. **Interstate 680/State Route 84 Interchange Reconstruction Project.** Improve safety and regional and interregional connectivity by conforming State Route 84 to expressway standards between south of Ruby Hill Drive and the Interstate 680 interchange in southern Alameda County and implementing additional improvements to reduce weaving and merging conflicts and help address the additional traffic demand between Interstate 680 and State Route 84. The project sponsor is Alameda County Transportation Commission.

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31. **Interstate 80 Transit Improvements.** Fund improvements to support expanded bus service in the Interstate 80 corridor including, but not limited to, bus purchases, expansion of the WestCAT storage yard and maintenance facility. Fund implementation of the San Pablo Avenue Multi-modal Corridor (AC Transit). The project sponsor is Contra Costa Transportation Authority.

32. **Byron Highway-Vasco Road Airport Connector.** Fund construction of a new connector between Byron Highway and Vasco Road south of Camino Diablo Road as well as shoulder and other improvements to the Byron Highway, including a railroad grade separation, to improve safety and access to the Byron Airport and to facilitate economic development and access for goods movement in East Contra Costa County. The project sponsor is Contra Costa Transportation Authority.

33. **Vasco Road Safety Improvements.** Fund the widening of lanes and construction of a concrete median barrier along 2.5 miles of Vasco Road beginning approximately three miles north of the Contra Costa/Alameda County Line. The project sponsor is Contra Costa Transportation Authority.

34. **East Contra Costa County Transit Intermodal Center.** Fund the construction of a Transit Intermodal Center in Brentwood enhancing access to eBART and Mokelumne Bike Trail/Pedestrian Overcrossing at State Route 4. The project sponsor is Contra Costa Transportation Authority.

35. **Interstate 680 Transit Improvements.** Fund improvements that will enhance transit service in the Interstate 680 corridor, including, but not limited to, implementing bus operations on shoulder (BOS), technology-based intermodal transit centers/managed parking lots and development of technology to enhance real-time travel information. Fund implementation of Shared Autonomous Vehicles (SAVs) to improve first and last mile transit connectivity. The project sponsor is Contra Costa Transportation Authority.

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APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE

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APPENDIX C

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE

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APPENDIX D

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE

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APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The following information concerning The Depository Trust Company ("DTC") and DTC's book-entry system has been obtained from sources that the Authority and the Underwriters believe to be reliable, but neither the Authority nor the Underwriters take responsibility for the accuracy thereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in this Official Statement and in APPENDIX B – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SENIOR INDENTURE," APPENDIX C – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SUBORDINATE INDENTURE," and APPENDIX D – "DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE SECOND SUBORDINATE INDENTURE."

1. DTC will act as securities depository for the [202_ Series ____ Bonds]. The [202_ Series ____ Bonds] will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered [202_ Series Series Bond] certificate will be issued for each maturity of each Series of the [202_ Series ____ Bonds], in the aggregate principal amount of such maturity of the [202_ Series ____ Bonds], and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of the [202_ Series ____ Bonds] under the DTC system must be made by or through Direct Participants, which will receive a credit for the [202_ Series ____ Bonds] on DTC's records. The ownership interest of each actual purchaser of each [202_ Series Series Bond] ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the [202_ Series ____ Bonds] are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners

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will not receive certificates representing their ownership interests in the [202_ Series ____ Bonds], except in the event that use of the book-entry system for the [202_ Series ____ Bonds] is discontinued.

4. To facilitate subsequent transfers, all [202_ Series ____ Bonds] deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of [202_ Series ____ Bonds] with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the [202_ Series ____ Bonds]; DTC's records reflect only the identity of the Direct Participants to whose accounts such [202_ Series ____ Bonds] are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. The Authority, the Senior Indenture Trustee and the Second Subordinate Indenture Trustee will not have any responsibility or obligation to such DTC Participants or the persons for whom they act as nominees with respect to the [202_ Series ____ Bonds].

6. Redemption notices shall be sent to DTC. If less than all of the [202_ Series ____ Bonds] are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the [202_ Series ____ Bonds] unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the [202_ Series ____ Bonds] are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, principal, premium, if any, and interest payments on the [202_ Series ____ Bonds] will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority, the Senior Indenture Trustee or the Second Subordinate Indenture Trustee, on each payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Senior Indenture Trustee, the Second Subordinate Indenture Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority, the Senior Indenture Trustee or the Second Subordinate Indenture Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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11. The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, [202_ Series ____ Bonds] certificates will be printed and delivered to DTC.

No Assurance Regarding DTC Practices

AS LONG AS CEDE & CO. OR ITS SUCCESSOR IS THE REGISTERED HOLDER OF THE [202_ SERIES ____ BONDS], AS NOMINEE OF DTC, REFERENCES HEREIN TO THE REGISTERED HOLDERS OF THE [202_ SERIES ____ BONDS] SHALL MEAN CEDE & CO., AS AFORESAID, AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE [202_ SERIES ____ BONDS]. ANY FAILURE OF DTC TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE [202_ SERIES ____ BONDS] CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE. Each person for whom a Participant acquires an interest in the [202_ Series ____ Bonds], as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such person, forwarded in writing by such Participant and to receive notification of all interest payments.

NONE OF THE AUTHORITY, THE SENIOR INDENTURE TRUSTEE, THE SECOND SUBORDINATE INDENTURE TRUSTEE OR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION WITH RESPECT TO THE PAYMENTS TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS, THE SELECTION OF THE BENEFICIAL INTERESTS IN THE [202_ SERIES ____ BONDS] TO BE REDEEMED IN THE EVENT OF REDEMPTION OF LESS THAN ALL [202_ SERIES ____ BONDS] OF A PARTICULAR MATURITY OR THE PROVISION OF NOTICE TO THE DIRECT PARTICIPANTS, ANY INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO THE [202_ SERIES ____ BONDS]. NO ASSURANCE CAN BE GIVEN BY THE AUTHORITY, THE SENIOR INDENTURE TRUSTEE, THE SECOND SUBORDINATE INDENTURE TRUSTEE OR THE UNDERWRITERS THAT DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR OTHER NOMINEES OF THE BENEFICIAL OWNERS WILL MAKE PROMPT TRANSFER OF PAYMENTS TO THE BENEFICIAL OWNERS, THAT THEY WILL DISTRIBUTE NOTICES, INCLUDING REDEMPTION NOTICES (REFERRED TO ABOVE), RECEIVED AS THE REGISTERED OWNER OF THE [202_ SERIES ____ BONDS] TO THE BENEFICIAL OWNERS, THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

In the event the Authority or the Senior Indenture Trustee or Second Subordinate Indenture Trustee, as applicable, determines not to continue the book-entry system or DTC determines to discontinue its services with respect to the [202_ Series ____ Bonds], and the Authority does not select another qualified securities depository, the Authority shall deliver one or more [202_ Series ____ Bonds] in such principal amount or amounts, in authorized denominations, and registered in whatever name or names, as DTC shall designate. In such event, transfer and exchanges of [202_ Series ____ Bonds] will be governed by the provisions of the Senior Indenture or Second Subordinate Indenture, as applicable.

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APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

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APPENDIX G

PRO FORMA DEBT SERVICE SCHEDULE[(1)]

The table below shows the pro forma annual debt service requirements for all of the Authority's outstanding Senior Bonds, Subordinate Bonds, and Second Subordinate Bonds after the issuance of the [202_ Series ____ Bonds] and the refunding of the Refunded Bonds.

Fiscal Year Ending (June 30)	Outstanding Senior Debt Service	Outstanding Subordinate Debt Service	Outstanding Second Subordinate Debt Service	Total Outstanding Debt Service
2026	$	$	$	$
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
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2053				
2054				
2055				
2056				
2057				
TOTAL	**$**	**$**	**$**	**$**

(1) [***TO BE UPDATED***] Reflects actual interest rates for outstanding Fixed Rate Bonds. All variable interest rate bonds are assumed to be in the current rate mode until each series' respective mandatory tender date. Bonds bearing interest in Term mode are projected at actual fixed interest rates. Bonds bearing interest in Index mode, are projected using the Authority's variable interest rate assumption of 2.00%, plus each series' respective fixed spread. Bonds bearing interest in variable interest rate (Daily Rate or Weekly Rate) mode, are projected using the Authority's variable interest rate assumption plus liquidity and remarketing fees estimated to be 1.00%. After the respective mandatory tender dates for each series of bonds bearing interest at Term or Index rates, each such bond is assumed to be in a variable interest rate (Daily Rate or Weekly Rate) mode using the Authority's variable interest

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rate assumption as described above. All Qualified Swap Arrangements are assumed at the actual fixed interest rates, less a variable rate assumed to be equal to the Authority's variable interest rate assumption as described above. Due to sequestration, the U.S. Treasury Department has announced a decrease in Build America Bonds subsidy amounts by 5.7% in federal fiscal year 2021 through federal fiscal year 2030. This decrease is reflected in debt service shown above. See "RISK FACTORS – Risk of Non-Payment of Direct Subsidy Payments" in the forepart of this Official Statement. This table is not a contract for future debt service, but rather a projection based on assumptions the Authority believes are reasonable. The debt service presented in this table has not been prepared in accordance with the additional bonds requirements of the Senior Indenture or the Second Subordinate Indenture.

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APPENDIX H

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

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APPENDIX I

FORM OF PROPOSED AMENDMENTS TO SENIOR INDENTURE

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APPENDIX J

[TO BE INCLUDED FOR TAXABLE DEALS SOLD OVERSEAS]

[GLOBAL CLEARANCE PROCEDURES

[**The following information concerning Euroclear and Clearstream Banking has been obtained from sources that the Authority and the Underwriters believe to be reliable, but neither the Authority nor the Underwriters take responsibility for the accuracy thereof.**

Euroclear and Clearstream Banking

Euroclear and Clearstream Banking have advised the Authority as follows:

Euroclear and Clearstream Banking each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream Banking provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream Banking also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream Banking have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream Banking customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream Banking is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system, either directly or indirectly.

Clearing and Settlement Procedures

202_ Series ___ Bonds sold in offshore transactions will be initially issued to investors through the book-entry facilities of DTC, or Clearstream Banking and Euroclear in Europe if the investors are participants in those systems, or indirectly through organizations that are participants in the systems. For any of such 202_ Series ___ Bonds, the record holder will be DTC's nominee. Clearstream Banking and Euroclear will hold omnibus positions on behalf of their participants through customers' securities accounts in Clearstream Banking's and Euroclear's names on the books of their respective depositories.

The depositories, in turn, will hold positions in customers' securities accounts in the depositories' names on the books of DTC. Because of time zone differences, the securities account of a Clearstream Banking or Euroclear participant as a result of a transaction with a participant, other than a depository holding on behalf of Clearstream Banking or Euroclear, will be credited during the securities settlement processing day, which must be a business day for Clearstream Banking or Euroclear, as the case may be, immediately following the DTC settlement date. These credits or any transactions in the securities settled during the processing will be report to the relevant Euroclear participant or Clearstream Banking participant on that business day. Cash received in Clearstream Banking or Euroclear as a result of sales of securities by or through a Clearstream Banking participant or Euroclear participant to a DTC Participant, other than the depository for Clearstream Banking or Euroclear, will be received with value on the DTC settlement date but will be available in the relevant Clearstream Banking or Euroclear cash account only as of the business day following settlement in DTC.

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Transfers between participants will occur in accordance with DTC rules. Transfers between Clearstream Banking participants or Euroclear participants will occur in accordance with their respective rules and operating procedures. Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Clearstream Banking participants or Euroclear participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by the relevant depositories; however, cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in the system in accordance with its rules and procedures and within its established deadlines in European time. The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its depository to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same day funds settlement applicable to DTC. Clearstream Banking participants or Euroclear participants may not deliver instructions directly to the depositories.

The Authority will not impose any fees in respect of holding the 202_ Series ___ Bonds; however, holders of book-entry interests in the 202_ Series ___ Bonds may incur fees normally payable in respect of the maintenance and operation of accounts in the Clearing Systems.

Initial Settlement

Interests in the 202_ Series ___ Bonds will be in uncertified book-entry form. Purchasers electing to hold book-entry interests in the 202_ Series ___ Bonds through Euroclear and Clearstream Banking accounts will follow the settlement procedures applicable to conventional Eurobonds. Book-entry interests in the 202_ Series ___ Bonds will be credited to Euroclear and Clearstream Banking participants' securities clearance accounts on the business day following the date of delivery of the 202_ Series ___ Bonds against payment (value as on the date of delivery of the 202_ Series ___ Bonds). DTC participants acting on behalf of purchasers electing to hold book-entry interests in the 202_ Series ___ Bonds through DTC will follow the delivery practices applicable to securities eligible for DTC's Same Day Funds Settlement system. DTC participants' securities accounts will be credited with book-entry interests in the 202_ Series ___ Bonds following confirmation of receipt of payment to the Authority on the date of delivery of the 202_ Series ___ Bonds.

Secondary Market Trading

Secondary market trades in the 202_ Series ___ Bonds will be settled by transfer of title to book-entry interests in the Clearing Systems. Title to such book-entry interests will pass by registration of the transfer within the records of Euroclear, Clearstream Banking or DTC, as the case may be, in accordance with their respective procedures. Book-entry interests in the 202_ Series ___ Bonds may be transferred within Euroclear and within Clearstream Banking and between Euroclear and Clearstream Banking in accordance with procedures established for these purposes by Euroclear and Clearstream Banking. Book-entry interests in the 202_ Series ___ Bonds may be transferred within DTC in accordance with procedures established for this purpose by DTC. Transfer of book-entry interests in the 202_ Series ___ Bonds between Euroclear or Clearstream Banking and DTC may be effected in accordance with procedures established for this purpose by Euroclear, Clearstream Banking and DTC.]

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