

**TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY**

**PAYROLL MOBILITY TAX  
OBLIGATION RESOLUTION**

Adopted March 17, 2021  
As Deemed Approved By The  
Metropolitan Transportation Authority  
Capital Program Review Board  
As of March 17, 2021

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**Exhibit One** – Form of Obligations

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## PAYROLL MOBILITY TAX OBLIGATION RESOLUTION

BE IT RESOLVED by the Members of the Triborough Bridge and Tunnel Authority as follows:

### ARTICLE I STANDARD RESOLUTION PROVISIONS; DEFINITIONS

**Section 101. Standard Resolution Provisions.** Except as otherwise specifically provided herein or by Supplemental Resolution, the Standard Resolution Provisions Applicable to MTA and TBTA PMT Obligations and Parity Debt appended hereto as Annex A (the “**Senior Lien Standard Resolution Provisions**”), the Standard Resolution Provisions Applicable to MTA and TBTA Second Lien PMT Obligations and Second Lien Parity Debt appended hereto as Annex B (the “**Second Lien Standard Resolution Provisions**”) and the Additional Resolution Provisions Applicable to MTA and TBTA Senior Lien PMT Obligations and Second Lien PMT Obligations appended hereto as Annex C (the “**PMT Standard Resolution Provisions**”) constitute an integral part of the Resolution and have the same force and effect as if set forth in the forepart of the Resolution.

**Section 102. Definitions.** Except as the context shall otherwise require, capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Senior Lien Standard Resolution Provisions, the Second Lien Standard Resolution Provisions or the PMT Standard Resolution Provisions, as applicable. In the event any such term is defined in one or more of the Senior Lien Standard Resolution Provisions, the Second Lien Standard Resolution Provisions, and the PMT Standard Resolution Provisions, the definition contained in the Senior Lien Standard Resolution Provisions shall control in respect of Obligations and Parity Debt and the definition contained in the Second Lien Standard Resolution Provisions shall control in respect of Second Lien Obligations and Second Lien Parity Debt. In addition, to the extent that the State, by law and consistent with their agreements set forth herein and in the Financing Agreement, changes any funds and accounts referred to herein or in the Financing Agreement, such definitions shall be deemed to include any successor provisions. The following terms shall, for all purposes of the Resolution, have the following meanings:

**Authorized Purpose** shall mean to pay or to provide for the payment of all or part of the Capital Costs included in a Capital Program Plan (within the meaning of Section 1269-b of the MTA Act or any successor provision) if a Capital Program Plan is then required.

**Issuer** shall mean TBTA.

**Obligations** shall mean any bonds, notes, commercial paper or other form of indebtedness of the Issuer payable from the Senior Lien Debt Service Fund, authorized by Section 201 and delivered pursuant to Section 202 or authorized pursuant to Section A-203 of Annex A, but *excluding* Obligation Anticipation Notes to the extent payable from, and expected by an Authorized Officer to be paid from, the proceeds of Obligations or other Obligation Anticipation Notes.

**Obligations COI Subaccount** shall mean the applicable Subaccount by that name established in the Obligations Proceeds Fund for a Series of Obligations pursuant to Section 503.

**Obligations Event of Default** shall mean the events defined as such in Section C-401 of Annex C.

**Obligations Proceeds Account** shall have the meaning given such term in Section 503.

**Obligations Proceeds Fund** shall mean the fund by that name established in Section 502.

**Obligations Trust Estate** shall mean, collectively, but subject to the terms and provisions of Section 501 and the proviso contained in Section 604 hereof, all right, title and interest of the Issuer in:

- (i) the proceeds of the sale of the Obligations;
- (ii) (x) the Financing Agreement, including the right of the Issuer to receive the PMT Receipts thereunder and (y) the funds and accounts established under the Financing Agreement into which the PMT Receipts are to be deposited;
- (iii) the Obligations Proceeds Fund and the Senior Lien Debt Service Fund, any money on deposit therein and any money received and held by the Issuer which is required to be deposited therein;
- (iv) all Funds, Accounts and Subaccounts established by the Resolution (other than (a) the Second Lien Obligations Proceeds Fund and the Second Lien Debt Service Fund, and any accounts and subaccounts therein and (b) funds and any accounts and subaccounts therein established pursuant to a Supplemental Resolution in connection with Variable Interest Rate Obligations, Put Obligations or Parity Debt; provided, however, that, in the case of funds described in clause (b) hereof, such funds, accounts and subaccounts are specifically excepted from the Obligations Trust Estate by the Supplemental Resolution authorizing such Variable Interest Rate Obligations, Put Obligations or Parity Debt), including the investments, if any, thereof; and
- (v) all funds, moneys and securities and any and all other rights and interests in property, whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Obligations by the Issuer, or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times, and to hold and apply the same subject to the terms hereof.

**Other Subordinated Obligations** shall mean any payment obligation (other than a payment obligation constituting Parity Debt or Second Lien Parity Debt) arising under any other contract, agreement or other obligation of the Issuer designated as “Other Subordinated Obligations” in a certificate of an Authorized Officer of the Issuer payable from amounts available to be transferred in accordance with this Resolution or the Financing Agreement and shall include, without limitation, swap termination or other fees, expenses, indemnification or other such obligations, Reimbursement Obligations not constituting Parity Reimbursement

Obligations, and Reimbursement Second Lien Obligations not constituting Parity Reimbursement Second Lien Obligations.

**PMT Receipts** shall mean the Mobility Tax Receipts and the ATA Receipts.

**Principal Payment Date** shall mean the dates specified as such in the applicable Supplemental Resolution.

**Refunding Obligations** shall mean all Obligations authenticated and delivered on original issuance pursuant to Section C-202 of Annex C.

**Refunding Second Lien Obligations** shall mean all Second Lien Obligations authenticated and delivered upon original issuance pursuant to Section C-204 of Annex C.

**Resolution** shall mean this Payroll Mobility Tax Obligation Resolution (including the Senior Lien Standard Resolution Provisions appended hereto as Annex A, the Second Lien Standard Resolution Provisions appended hereto as Annex B and the PMT Standard Resolution Provisions appended hereto as Annex C), as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms hereof.

**Second Lien Debt Service Fund** shall mean the Fund by that name established in Section 502.

**Second Lien Debt Service Fund Requirement** shall mean, as of any date, the greater of (1) an amount equal to the sum of the Monthly Second Lien Deposit Requirements required to have been deposited under the Financing Agreement attributable to all Second Lien Obligations and Second Lien Parity Debt payable over the immediately succeeding 12-month period or (2) an amount equal to the sum of the amounts of accrued and unpaid Second Lien Obligation Debt Service with respect to all Second Lien Obligations and Second Lien Parity Debt, calculating the accrued Second Lien Obligation Debt Service with respect to Outstanding Second Lien Obligations at an amount equal to the sum of (i) as estimated by an Authorized Officer, interest on the Second Lien Obligations and interest components of Second Lien Parity Debt accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Second Lien Obligation Principal Installments due and unpaid and that portion of the Second Lien Obligation Principal Installment for such Second Lien Obligations and Second Lien Parity Debt next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month. For purposes of calculating deposits relating to the Second Lien Debt Service Fund, Second Lien Obligation Principal Installments shall not include amounts that an Authorized Officer has notified the Second Lien Trustee are to be paid from sources other than Mobility Tax Receipts and ATA Tax Receipts, nor shall Accrued Second Lien Debt Service include any amounts that, as certified by an Authorized Officer, have been set aside hereunder or otherwise in trust for the payment thereof; *provided, however, that* the amount calculated pursuant to clause (i) above for any Series of Second Lien Obligations shall never exceed the interest due and payable on such next succeeding Interest Payment Date (including additional interest pursuant to any related Second Lien Parity Debt) and the amount calculated pursuant to clause (ii) shall never exceed the Principal Installment due on the next succeeding Principal Payment Date; and *provided further that*, with respect to each Series of Second Lien

Obligations, commencing five Business Days prior to each Debt Service Payment Date, the Second Lien Debt Service Requirement shall be no less than the interest and Principal Installments, if any, payable on such Debt Service Payment Date with respect to such Series. For purposes of computing the Second Lien Debt Service Fund Requirement, the Second Lien Obligations of a Series and any Second Lien Parity Debt payable on each different Interest Payment Date shall be treated as a separate Series, and if Second Lien Obligations of any Series or any Second Lien Parity Debt have different Interest/and or Principal Payment Dates, such computation shall be done separately in respect of each such Interest and/or Principal Payment Date.

**Second Lien Obligations** shall mean any bonds, notes, commercial paper or other forms of indebtedness of the Issuer, payable from the Second Lien Debt Service Fund, authorized by Section 203 and delivered pursuant to Section 204 or authorized pursuant to Section B-203 of Annex B, but *excluding* Second Lien Obligation Anticipation Notes to the extent payable from, and expected by an Authorized Officer to be paid from, the proceeds of Second Lien Obligations or other Second Lien Obligation Anticipation Notes. All Second Lien Obligations shall be payable and secured in the manner permitted by Article V, and any lien on and pledge of any portion of the Second Lien Obligations Trust Estate securing Second Lien Obligations shall be junior and inferior to the lien on and a pledge of the Obligations Trust Estate herein created for the payment of the Obligations and Parity Debt.

**Second Lien Obligations COI Subaccount** shall mean the applicable Subaccount by that name established in the Second Lien Obligations Proceeds Fund for a Series of Second Lien Obligations pursuant to Section 504.

**Second Lien Obligations Event of Default** shall mean the events defined as such in Section C-404 of Annex C.

**Second Lien Obligations Proceeds Fund** shall mean the Fund by that name established in Section 502.

**Second Lien Obligations Trust Estate** shall mean, collectively, but subject to the terms and provisions of subordination set forth in Article V and the proviso contained in Section 604 hereof, all right, title and interest of the Issuer in:

- (i) the proceeds of the sale of the Second Lien Obligations;
- (ii) (x) the Financing Agreement, including the right of the Issuer to receive the PMT Receipts thereunder and (y) the funds and accounts established under the Financing Agreement into which the PMT Receipts are to be deposited;
- (iii) the Second Lien Obligations Proceeds Fund and the Second Lien Debt Service Fund, any money on deposit therein and any money received and held by the Issuer which is required to be deposited therein, subject to the subordination provisions set forth in Article V of the Resolution;
- (iv) all Funds, Accounts and Subaccounts established by the Resolution (other than (a) the Obligations Proceeds Fund and the Senior Lien Debt Service

Fund, and any accounts and subaccounts therein and (b) funds and any accounts and subaccounts therein established pursuant to a Supplemental Resolution in connection with Variable Interest Rate Second Lien Obligations, Second Lien Put Obligations or Second Lien Parity Debt; provided, however, that, in the case of funds described in clause (b) hereof, such funds, accounts and subaccounts are specifically excepted from the Second Lien Obligations Trust Estate by the Supplemental Resolution authorizing such Variable Interest Rate Second Lien Obligations, Second Lien Put Obligations or Second Lien Parity Debt), including the investments, if any, thereof, subject to the subordination provisions set forth in Article V of the Resolution; and

- (v) all funds, moneys and securities and any and all other rights and interests in property, whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Second Lien Obligations by the Issuer, or by anyone on its behalf, or with its written consent, to the Second Lien Trustee, which is hereby authorized to receive any and all such property at any and all times, and to hold and apply the same subject to the terms hereof.

**Second Lien Parity Owners** shall have the meaning set forth in Annex C.

**Second Lien Trustee** shall mean the Trustee or, if so provided in the Supplemental Resolution creating any Second Lien Obligations or Second Lien Parity Debt, the entity meeting the requirements of subdivision 3 of Section B-710 of Annex B and designated as Second Lien Trustee in a Supplemental Resolution.

**Senior Lien Debt Service Fund** shall mean the Fund by that name established in Section 502.

**Senior Lien Debt Service Fund Requirement** shall mean, as of any date, the greater of (1) an amount equal to the sum of the Monthly Senior Lien Deposit Requirements required to have been deposited under the Financing Agreement attributable to all Obligations and Parity Debt payable over the immediately succeeding 12-month period or (2) an amount equal to the sum of the amounts of accrued and unpaid Obligation Debt Service with respect to all Outstanding Obligations and Parity Debt, calculating the accrued Debt Service with respect to Outstanding Obligations at an amount equal to the sum of (i) as estimated by an Authorized Officer, the interest on the Obligations and interest components of Parity Debt accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) the Principal Installments due and unpaid and that portion of the Principal Installment for such Obligations and Parity Debt next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month. For purposes of calculating deposits relating to the Senior Lien Debt Service Fund, Principal Installments shall not include amounts that an Authorized Officer has notified the Trustee are to be paid from sources other than Mobility Tax Receipts and ATA Tax Receipts, nor shall Accrued Senior Lien Debt Service include any amounts that, as certified by an Authorized Officer, have been set aside hereunder or otherwise in trust for the payment thereof; *provided, however, that* the amount calculated



pursuant to clause (i) above for any Series of Obligations shall never exceed the interest due and payable on such next succeeding Interest Payment Date (including additional interest pursuant to any related Parity Debt) and the amount calculated pursuant to clause (ii) shall never exceed the Principal Installment due on the next succeeding Principal Payment Date; and *provided further that*, with respect to each Series of Obligations, commencing five Business Days prior to each Debt Service Payment Date, the Senior Lien Debt Service Fund Requirement shall be no less than the interest and Principal Installments, if any, payable on such interest payment date with respect to such Series. For purposes of computing the Senior Lien Debt Service Fund Requirement, the Obligations of a Series and any Parity Debt payable on each different Debt Service Payment Date shall be treated as a separate Series, and if Obligations of any Series or any Parity Debt have different Interest and/or Principal Payment Dates, such computation shall be done separately in respect of each such Interest and/or Principal Payment Date.

**Senior Lien Parity Owners** shall have the meaning set forth in Annex C.

**Subaccount** or **Subaccounts** shall mean each subaccount or all of the subaccounts established in Article V, as the case may be.

**Section 103. Interpretation; Amendments to Certain Standard Resolution Provisions.**

1. Second Lien Obligations shall constitute Subordinated Indebtedness and Second Lien Parity Debt shall constitute Subordinated Contract Obligations for purposes of Annex A hereto.
2. Subsection 4 of Section A-202 of Annex A is hereby amended to delete all references therein to “Subordinated Contract Obligations and inserting “Other Subordinated Obligations” in replacement thereof.
3. Notwithstanding any other provisions of the Resolution, including Annexes A, B and C, to the extent the consent of Owners of Obligations and Second Lien Owners is at any time required, the existence of the consent of the required percentages of Owners of Obligations and of Second Lien Owners shall be determined separately for Obligations and for Second Lien Obligations.

**ARTICLE II**  
**AUTHORIZATION AND ISSUANCE OF OBLIGATIONS AND SECOND LIEN**  
**OBLIGATIONS**

**Section 201. Authorization of the Obligations and Parity Debt.**

1. The Resolution hereby authorizes Obligations of the Issuer designated as “Payroll Mobility Tax Obligations”, which Obligations, if and when authorized by the Issuer pursuant to one or more Supplemental Resolutions, may be issued in one or more Series or subseries. Obligations may be issued as Tax-Exempt Obligations, as Taxable Obligations, as obligations which convert on a particular date or dates from Taxable Obligations to Tax-Exempt Obligations, or as Taxable Obligations which are mandatorily exchangeable on a particular date or dates for Tax-Exempt Obligations, or otherwise as determined by Supplemental Resolution and not contrary to the Resolution as then in effect. The Obligations shall be *special obligations* of the Issuer payable solely from the Obligations Trust Estate pledged to the payment thereof pursuant to subsection 1 of Section 501, but subject to the proviso contained in Section 604 hereof. The aggregate principal amount of the Obligations which may be executed, authenticated and delivered under the Resolution is not limited except as provided in the Resolution or as may from time to time be limited by law.

2. The Obligations may, if and when authorized by the Issuer pursuant to one or more Supplemental Resolutions, be issued in one or more Series or subseries, and the designations thereof, in addition to the name “Payroll Mobility Tax Bonds”, shall include such further or different designations in such title for the Obligations of any particular Series or subseries as the Issuer may determine. Each Obligation shall bear upon its face the designation so determined for the Series or subseries to which it belongs.

3. Nothing in the Resolution shall be deemed to prevent the consolidation into a single Series or subseries for purposes of issuance and sale of Obligations otherwise permitted by the Resolution to be issued at the same time in two or more separate Series or subseries. In the event that separate Series or subseries are combined for purposes of issuance and sale, they may be issued under a single Supplemental Resolution notwithstanding any other provision of the Resolution. Nothing in the Resolution (except to the extent required by Supplemental Resolution) shall be deemed to prevent the separation into separate Series or subseries for purposes of issuance and sale of Obligations otherwise permitted by the Resolution to be issued in one Series or subseries.

4. Obligations may be issued for any Authorized Purpose.

**Section 202. General Provisions for Issuance of Obligations.** Obligations may be issued for any Authorized Purpose pursuant to a Supplemental Resolution upon (a) satisfaction of the provisions of Section A-201 of Annex A, except that the Opinion of Bond Counsel required by Section A-201.2(a)(iii) of Annex A shall be to the effect that the Obligations are valid, binding, special obligations of the Issuer, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Issuer Act and the Resolution, as

amended to the date of such Opinion of Bond Counsel, (b) satisfaction of the provisions of Section C-201 of Annex C, and (c) receipt by the Trustee of a copy of the Financing Agreement, certified by an Authorized Officer of the Issuer.

**Section 203. Authorization of Second Lien Obligations.**

1. The Resolution hereby authorizes Second Lien Obligations of the Issuer designated as “Payroll Mobility Tax Second Lien Obligations”, which Second Lien Obligations, if and when authorized by the Issuer pursuant to one or more Supplemental Resolutions, may be issued in one or more Series or subseries. Second Lien Obligations may be issued as Tax-Exempt Second Lien Obligations, as Taxable Second Lien Obligations, as obligations which convert on a particular date or dates from Taxable Second Lien Obligations to Tax-Exempt Second Lien Obligations, or as Taxable Second Lien Obligations which are mandatorily exchangeable on a particular date or dates for Tax-Exempt Second Lien Obligations, or otherwise as determined by Supplemental Resolution and not contrary to the Resolution as then in effect. The Second Lien Obligations shall be *special obligations* of the Issuer payable solely from the Second Lien Obligations Trust Estate pledged to the payment thereof pursuant to subsection 5 of Section 501, but subject to the proviso contained in Section 604 hereof. The aggregate principal amount of the Second Lien Obligations which may be executed, authenticated and delivered under the Resolution is not limited except as provided in the Resolution or as may from time to time be limited by law.

2. The Second Lien Obligations may, if and when authorized by the Issuer pursuant to one or more Supplemental Resolutions, be issued in one or more Series or subseries, and the designations thereof, in addition to the name “Payroll Mobility Tax Second Lien Obligations”, shall include such further or different designations in such title for the Second Lien Obligations of any particular Series or subseries as the Issuer may determine. Each Second Lien Obligation shall bear upon its face the designation so determined for the Series or subseries to which it belongs.

3. Nothing in the Resolution shall be deemed to prevent the consolidation into a single Series or subseries for purposes of issuance and sale of Second Lien Obligations otherwise permitted by the Resolution to be issued at the same time in two or more separate Series or subseries. In the event that separate Series or subseries are combined for purposes of issuance and sale, they may be issued under a single Supplemental Resolution notwithstanding any other provision of the Resolution. Nothing in the Resolution (except to the extent required by Supplemental Resolution) shall be deemed to prevent the separation into separate Series or subseries for purposes of issuance and sale of Second Lien Obligations otherwise permitted by the Resolution to be issued in one Series or subseries.

4. Second Lien Obligations may be issued for any Authorized Purpose.

**Section 204. General Provisions for Issuance of Second Lien Obligations.** Second Lien Obligations may be issued pursuant to a Supplemental Resolution upon (a) satisfaction of the provisions of Section B-201 of Annex B, except that the Opinion of Bond Counsel required by Section B-201.2(a)(iii) of Annex B shall be to the effect that the Second Lien Obligations are valid and binding special obligations of the Issuer, enforceable in accordance with their terms

and the terms of the Resolution and entitled to the benefits of the Issuer Act and the Resolution, each as amended to the date of such Opinion of Bond Counsel, (b) satisfaction of the provisions of Section C-203 of Annex C, and (c) receipt by the Second Lien Trustee of a copy of the Financing Agreement, certified by an Authorized Officer of the Issuer.

### **ARTICLE III FORM OF OBLIGATIONS AND SECOND LIEN OBLIGATIONS**

**Section 301. Form of Obligations.** Subject to the provisions of the Resolution and except as otherwise provided pursuant to a Supplemental Resolution, each Series of Obligations shall be issued as fully registered securities in substantially the form provided in Exhibit One appended hereto. Any Authorized Officer executing and delivering any such Obligations may make such changes in the form thereof as deemed necessary or convenient by such Authorized Officer, including changes to conform with (i) the terms of sale, (ii) the provisions of the related Supplemental Resolution, (iii) the requirements of the related Securities Depository, provider of a Credit Facility or Rating Agency, (iv) industry practice or (v) federal, State or City regulatory requirements, and the execution (whether manual or by facsimile) and delivery of any such obligations shall be conclusive evidence of the approval of all terms thereof by such Authorized Officer.

**Section 302. Form of Second Lien Obligations.** Subject to the provisions of the Resolution and except as otherwise provided pursuant to a Supplemental Resolution, each Series of Second Lien Obligations shall be issued as fully registered securities in substantially the form provided in Exhibit Two appended hereto. Any Authorized Officer executing and delivering any such Second Lien Obligations may make such changes in the form thereof as deemed necessary or convenient by such Authorized Officer, including changes to conform with (i) the terms of sale, (ii) the provisions of the related Supplemental Resolution, (iii) the requirements of the related Securities Depository, provider of a Second Lien Obligation Credit Facility or Rating Agency, (iv) industry practice or (v) federal, State or City regulatory requirements, and the execution (whether manual or by facsimile) and delivery of any such obligations shall be conclusive evidence of the approval of all terms thereof by such Authorized Officer.

**ARTICLE IV**  
**REDEMPTION AT DEMAND OF THE STATE OR THE CITY**

**Section 401. Redemption at Demand of the State or the City.** Except as otherwise provided pursuant to a Supplemental Resolution, either the State or the City may, upon furnishing sufficient funds therefor, require the Issuer to redeem all or any portion of the Obligations or Second Lien Obligations as provided in the Issuer Act as in effect on the date any such Obligations or Second Lien Obligations were issued.

**ARTICLE V**  
**PLEDGE; MAINTENANCE AND ESTABLISHMENT OF FUNDS AND**  
**ACCOUNTS AND APPLICATION THEREOF**

**Section 501. The Pledge Effected by the Resolution.**

1. There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, and Sinking Fund Installments for, the Obligations and, on a parity basis, the Parity Debt, in accordance with their terms and the provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, all right, title and interest of the Issuer in the Obligations Trust Estate.

2. The pledge created by subsection 1 of this Section 501 shall in all respects secure on a *pari passu* basis all of the Obligations and Parity Debt and, except as expressly so provided, nothing contained in the Resolution shall be deemed to confer on the Owners of any Obligations or Parity Debt any rights in the Obligations Trust Estate superior or inferior to the Owners of any other Obligations or Parity Debt. The Obligations and Parity Debt are payable solely from the Obligations Trust Estate.

3. The pledge created by subsection 1 of this Section 501 shall be valid and binding from and after the date of issuance and delivery of the first Obligations, and the Obligations Trust Estate shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such parties have notice thereof.

4. Subject to the provisions of subsections 1 and 9 of this Section 501, the Obligations Trust Estate is and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the Resolution, and all corporate action on the part of the Issuer to that end has been duly and validly taken. Notwithstanding the foregoing, all right, title and interest of the Issuer in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of Obligations and Parity Debt, is of equal rank with the all right, title and interest of the MTA in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of MTA Obligations and MTA Parity Debt.

5. The Second Lien Obligations and Second Lien Parity Debt constitute Subordinated Indebtedness (as defined in Annex A) and the rights of Second Lien Owners and holders of Second Lien Parity Debt to payment of principal of and interest on the Second Lien Obligations and Second Lien Parity Debt are subordinated to the rights of Owners of Obligations and Parity Debt to the extent and in the manner provided in this Article V and the Financing Agreement. There are hereby pledged for the payment of the principal and Redemption Price of, interest on, and Second Lien Sinking Fund Installments for, the Second Lien Obligations and, on a parity basis, Second Lien Parity Debt, in accordance with their terms and the provisions of the

Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, all right, title and interest of the Issuer in the Second Lien Obligations Trust Estate.

6. The Second Lien Obligations and Second Lien Parity Debt are payable solely from the Second Lien Obligations Trust Estate which Second Lien Obligations Trust Estate is subject, subordinate and junior to the Obligations Trust Estate with respect to payments to be made on account of Obligations and Parity Debt as set forth in paragraph 8 below. The Second Lien Obligations and Second Lien Parity Debt shall be payable from such amounts as shall from time to time be available for transfer pursuant to the Financing Agreement, and any amounts so transferred shall thereafter be free and clear of the lien of the Obligations Trust Estate. The pledge created by this subsection 5 shall in all respects secure on a *pari passu* basis all of the Second Lien Obligations and Second Lien Parity Debt and, except as expressly so provided, nothing contained in the Resolution shall be deemed to confer on any Second Lien Owners and the holders of any Second Lien Parity Debt any rights in the Second Lien Obligations Trust Estate superior or inferior to the Second Lien Owners of any other Second Lien Obligations and the holders of any Second Lien Parity Debt.

7. The pledge created by subsection 5 of this Section 501 shall be valid and binding from and after the date of issuance and delivery of the first Second Lien Obligations, and the Second Lien Obligations Trust Estate shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such parties have notice thereof.

8. Subject to the provisions of subsections 1 and 5 of this Section 501, the Second Lien Obligations Trust Estate is and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the Resolution, and all corporate action on the part of the Issuer to that end has been duly and validly taken. Notwithstanding the foregoing, all right, title and interest of the Issuer in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of Second Lien Obligations and Second Lien Parity Debt, is (a) subordinate to (i) the right, title and interest of the Issuer in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of Obligations and Parity Debt and (ii) the right, title and interest of the MTA in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of MTA Obligations and MTA Parity Debt and (b) of equal rank with the right, title and interest of the MTA in and to the Financing Agreement and receipt of amounts payable thereunder for the benefit of MTA Second Lien Obligations and MTA Second Lien Parity Debt.

9. Nothing contained in this Section 501 shall be construed as limiting any authority granted to the Issuer elsewhere in the Resolution to issue or incur Obligation Anticipation Notes or Second Lien Obligation Anticipation Notes or shall be deemed a limitation upon the authority of the Issuer to issue any other bonds, notes or other obligations under the Issuer Act secured by any income and funds other than the Obligations Trust Estate or the Second Lien Obligations Trust Estate, including Subordinated Indebtedness or Subordinated Contract Obligations. In accordance with Section A-203 of Annex A in connection with Obligation Anticipation Notes and in accordance with Section B-203 of Annex B in connection with Second Lien Obligation

Anticipation Notes, the proceeds and other amounts from Obligation Anticipation Notes renewals and Second Lien Obligation Anticipation Notes renewals, respectively, and bonds or other obligations issued to refinance such Obligation Anticipation Notes and Second Lien Obligation Anticipation Notes, respectively, may be pledged for the payment of the principal, premium, and interest on such Obligation Anticipation Notes and Second Lien Obligation Anticipation Notes, respectively, and any such pledge of proceeds and other amounts related to such renewals and refinancing bonds or other obligations shall have priority over any other pledge created by the Resolution, including this Section 501.

**Section 502. Establishment of Funds, Accounts and Subaccounts.**

1. The following Funds are hereby established:

(a) The Obligations Proceeds Fund, which shall be held and administered by the Issuer;

(b) The Second Lien Obligations Proceeds Fund, which shall be held and administered by the Issuer;

(c) The Senior Lien Debt Service Fund, which shall be held and administered by the Trustee; and

(d) The Second Lien Debt Service Fund, which shall be held and administered by the Trustee or, if so provided in a Supplemental Resolution, the Second Lien Trustee.

2. Amounts held at any time by the Issuer, the Trustee or the Second Lien Trustee in any of the Funds or Accounts established pursuant to this Section shall be held in trust separate and apart from all other funds. Additional funds, accounts or subaccounts may be established by the Issuer in its discretion pursuant to this Section upon the delivery of a certificate to the Trustee or Second Lien Trustee, as applicable, or by Supplemental Resolution.

3. Except as otherwise provided herein or in a Supplemental Resolution, all investment income earned on amounts on deposit in the Funds, Accounts or Subaccounts established under the Resolution shall remain on deposit in such Funds, Accounts or Subaccounts and applied in accordance with the provisions applicable to such Funds, Accounts or Subaccounts.

**Section 503. Obligations Proceeds Fund and Application Thereof.**

1. There shall be established within the Obligations Proceeds Fund a separate account (“Obligations Proceeds Account”) for each Series of Obligations and within each such Account a separate Obligations COI Subaccount. Additional Subaccounts may be established by certificate of an Authorized Officer within each such Obligations Proceeds Account.

2. The Issuer shall pay into the Obligations Proceeds Fund and each Obligations Proceeds Account, if any, and each Subaccount, if any, such amounts as shall be provided for by Supplemental Resolution or in the resolution authorizing Obligation Anticipation Notes. The portion of any such amount determined by Supplemental Resolution to be used for the payment



of Costs of Issuance shall be paid into and disbursed from the related Obligations COI Subaccount. Excess amounts in any Obligation COI Subaccount may be transferred by the Issuer to the related Obligations Proceeds Account and applied for an Authorized Purpose in the manner and upon such conditions, if any, as the Issuer may provide in the Supplemental Resolution authorizing such Obligations or transferred by the Issuer to the Senior Lien Debt Service Fund and applied to the payment of interest on the related Obligations.

3. Unless otherwise provided for in a Supplemental Resolution or in the resolution authorizing Obligation Anticipation Notes, amounts in each Obligations Proceeds Account and each Subaccount shall be applied for an Authorized Purpose in the manner and upon such conditions, if any, as the Issuer may provide in such Supplemental Resolution or in the resolution authorizing Obligation Anticipation Notes; *provided, however, that*, subject to any priority for Obligation Anticipation Notes, if on any Interest Payment Date or Principal Payment Date the amounts in the Senior Lien Debt Service Fund shall be less than Debt Service payable on such date, the Issuer shall apply amounts from the Obligations Proceeds Fund to the extent necessary to make up the deficiency; *provided, further, however that* if the amounts to be applied to make up any such deficiency are proceeds of Tax-Exempt Obligations, such amounts shall not be so applied unless there shall be filed with the Trustee and the Issuer an opinion of Bond Counsel to the effect that such action will not adversely affect the exclusion of interest on any Series of Tax-Exempt Obligations.

#### **Section 504. Second Lien Obligations Proceeds Fund and Application Thereof.**

1. There shall be established within the Second Lien Obligations Proceeds Fund a separate account (“Second Lien Obligations Proceeds Account”) for each Series of Second Lien Obligations and within each such Account a separate Second Lien Obligations COI Subaccount. Additional Subaccounts may be established by certificate of an Authorized Officer within each such Second Lien Proceeds Account.

2. The Issuer shall pay into the Second Lien Obligations Proceeds Fund and each Second Lien Proceeds Account and each Second Lien Obligations COI Subaccount, such amounts as shall be provided for by Supplemental Resolution or in the resolution authorizing Second Lien Obligation Anticipation Notes. The portion of any such amount determined by Supplemental Resolution to be used for the payment of Second Lien Costs of Issuance shall be paid into and disbursed from the related Second Lien Obligations COI Subaccount. Excess amounts in any Second Lien Obligations COI Subaccount may be transferred by the Issuer to the related Second Lien Obligation Proceeds Account and applied for an Authorized Purpose in the manner and upon such conditions, if any, as the Issuer may provide in the Supplemental Resolution authorizing such Second Lien Obligations or transferred by the Issuer to the Second Lien Debt Service Fund and applied to the payment of interest on the related Second Lien Obligations.

3. Unless otherwise provided for in a Supplemental Resolution or in the resolution authorizing Second Lien Obligation Anticipation Notes, amounts in each Second Lien Proceeds Account, if any, and each Subaccount, if any, shall be applied for an Authorized Purpose in the manner and upon such conditions, if any, as the Issuer may provide in such Supplemental Resolution or in the resolution authorizing Second Lien Obligation Anticipation Notes; *provided,*

*however, that*, subject to any priority for Second Lien Obligation Anticipation Notes, if on any Interest Payment Date or Second Lien Obligations Principal Payment Date the amounts in the Second Lien Debt Service Fund shall be less than Second Lien Debt Service payable on such date, the Issuer shall apply amounts from the Second Lien Obligations Proceeds Fund to the extent necessary to make up the deficiency; *provided, further, however that* if the amounts to be applied to make up any such deficiency are proceeds of Tax-Exempt Obligations, such amounts shall not be so applied unless there shall be filed with the Trustee and the Issuer an opinion of Bond Counsel to the effect that such action will not adversely affect the exclusion of interest on any Series of Tax-Exempt Obligations.

#### **Section 505. Senior Lien Debt Service Fund.**

1. The Trustee shall deposit, upon receipt thereof, all amounts transferred to the Trustee for deposit in the Senior Lien Debt Service Fund in accordance with the Financing Agreement.

2. The Trustee shall pay out of the Senior Lien Debt Service Fund to the respective Paying Agents (i) on or before each Interest Payment Date for any of the Obligations and any related Parity Debt, the amount required for the interest payable on such date; (ii) on or before each Principal Payment Date, the amount required for the Principal Installment (including the portion thereof payable in respect of Parity Debt) payable on such due date; and (iii) on or before any redemption date for the Obligations or Parity Debt which occurs on any date other than an Interest Payment Date, the amount required for the payment of interest on the Obligations or Parity Debt then to be redeemed. Such amounts shall be applied by the Paying Agents to such payments on and after the due dates thereof.

3. If on any date the sum of the amounts on deposit in the Senior Lien Debt Service Fund exceeds the Senior Lien Debt Service Fund Requirement calculated as of such date, the Trustee shall, upon direction of the Issuer, first apply any or all of such excess to cure or reduce any deficiency then existing in any Fund or Account under the Resolution and then transfer any and all of the remaining amount of such excess to the Issuer or as otherwise required or permitted by law free and clear of any lien, pledge and claim under the Resolution.

4. In the event of the refunding (including in connection with any payment at maturity, redemption, purchase, tender or exchange) of any Obligations, the Trustee shall, upon the direction of the Issuer, (a) withdraw from the Senior Lien Debt Service Fund all or any portion of the amounts accumulated therein with respect to the Debt Service on the Obligations being refunded and deposit such amounts, free and clear of any lien, pledge or claim of the Resolution, with itself as Trustee or with an escrow agent to be held in trust solely for the purchase, exchange or payment of the principal or Redemption Price, if applicable, of and interest on the Obligations being refunded, (b) apply such amounts to pay the Costs of Issuance of the Refunding Obligations, (c) deposit or transfer to the Trustee to deposit such amounts in any Fund or Account established hereunder, or (d) pay such amounts over to the Issuer or to the MTA free and clear of any lien, pledge or claim under the Resolution for deposit, in the discretion of the Issuer, into any fund or account as otherwise required or permitted by law; provided, however, that no such withdrawal or deposit shall be made unless (i) upon such refunding, the Obligations being refunded shall be deemed to have been paid within the meaning

and with the effect provided in Section A-901 of Annex A, and (ii) at the time of and giving effect to such withdrawal and refunding, there shall exist no deficiency in any Fund or Account established under the Resolution.

5. Notwithstanding the foregoing provisions of subsections 3 and 4 of this Section 505, in the event the Trustee transfers to the Issuer any excess amounts in the Senior Lien Debt Service Fund under subsection 3 or the Trustee pays to the Issuer any amount under clause (d) of subsection 4, the Issuer shall, before using such moneys for any other purpose, determine that there are no debt service fund deficiencies relating to (i) MTA Obligations or MTA Parity Debt, or (ii) (a) MTA Second Lien Obligations or MTA Second Lien Parity Debt or (b) TBTA Second Lien Obligations or TBTA Second Lien Parity Debt, in which case the Issuer shall transfer such moneys to the Applicable Trustees in the following order of priority: first, in such amount as required to cure any deficiencies with respect to MTA Obligations or MTA Parity Debt, and second, in such amounts as required to cure any such deficiencies with respect to MTA Second Lien Obligations and MTA Second Lien Parity Debt and TBTA Second Lien Obligations and TBTA Second Lien Parity Debt (provided, however, that if the excess amounts shall be insufficient to cure all such Second Lien deficiencies then such amounts shall be transferred to the Second Lien Trustee pro rata (in proportion to the amount of any deficiencies relative to each other) on a *pari passu* basis).

#### **Section 506. Second Lien Debt Service Fund.**

1. The Second Lien Trustee shall deposit, upon receipt thereof, all amounts transferred to the Second Lien Trustee for deposit in the Second Lien Debt Service Fund in accordance with the Financing Agreement.

2. The Second Lien Trustee shall pay out of the Second Lien Debt Service Fund to the respective Paying Agents (i) on or before each Interest Payment Date for any of the Second Lien Obligations and any related Second Lien Parity Debt, the amount required for the interest payable on such date; (ii) on or before each Second Lien Principal Payment Date, the amount required for the Second Lien Principal Installment (including the portion thereof payable in respect of a Second Lien Parity Debt) payable on such due date; and (iii) on or before any redemption date for the Second Lien Obligations or Second Lien Parity Debt which occurs on any Interest Payment Date, the amount required for the payment of interest on the Second Lien Obligations or Second Lien Parity Debt then to be redeemed. Such amounts shall be applied by the Paying Agents to such payments on and after the due dates thereof.

3. If on any date the sum of the amounts on deposit in the Second Lien Debt Service Fund exceeds the Second Lien Debt Service Fund Requirement calculated as of such date, the Second Lien Trustee shall, upon direction of the Issuer, first apply or transfer to the Trustee or the Second Lien Trustee, as appropriate, to apply any or all of such excess to cure or reduce any deficiency then existing in any Fund or Account under this Resolution and then transfer any and all of the remaining amount of such excess to the Issuer free and clear of any lien, pledge and claim under the Resolution.

4. In the event of the refunding (including in connection with any payment at maturity, redemption, purchase, tender or exchange) of any Second Lien Obligations, the Second

Lien Trustee shall, upon the direction of the Issuer, (a) withdraw from the Second Lien Debt Service Fund all or any portion of the amounts accumulated therein with respect to the Debt Service on the Second Lien Obligations being refunded and deposit such amounts, free and clear of any lien, pledge or claim of this Resolution, with itself as Second Lien Trustee or with an escrow agent to be held in trust solely for the purchase, exchange or payment of the principal or Redemption Price, if applicable, of and interest on the Second Lien Obligations being refunded, (b) apply such amounts to pay the Costs of Issuance of the Refunding Second Lien Obligations, (c) deposit or transfer to the Second Lien Trustee to deposit such amounts in any Fund or Account established hereunder, or (d) pay such amounts over to the Issuer or to the MTA free and clear of any lien, pledge or claim under the Resolution for deposit, in the discretion of the Issuer, into any fund or account or as otherwise required or permitted by law; provided, however, that no such withdrawal or deposit shall be made unless (i) upon such refunding, the Second Lien Obligations being refunded shall be deemed to have been paid within the meaning and with the effect provided in Section A-901 of Annex A, and (ii) at the time of and giving effect to such withdrawal and refunding, there shall exist no deficiency in any Fund or Account established under the Resolution.

5. The Issuer shall have the right to covenant with Persons to whom Second Lien Obligations and Second Lien Parity Debt run and with the Second Lien Owners or holders from time to time of Second Lien Obligations and Second Lien Parity Debt in order to add to the conditions, limitations and restrictions under which any Additional Obligations or Refunding Obligations may be issued or Parity Debt may be incurred; provided, however, that the Supplemental Resolution or indenture or other agreement providing for the issuance of such Second Lien Obligations and Second Lien Parity Debt or the incurrence of such Second Lien Obligations and Second Lien Parity Debt shall not permit the holders of such obligations to declare the same, nor to instruct such holders' trustee to declare the same, to be immediately due and payable prior to any time that all Obligations and Parity Debt have become due and payable.

6. The Issuer shall have the right to covenant with Persons to whom Other Subordinated Obligations run and with the holders from time to time of Other Subordinated Obligations in order to add to the conditions, limitations and restrictions under which any Additional Obligations, Refunding Obligations, Additional Second Lien Obligations or Refunding Obligations may be issued or Parity Debt or Second Lien Parity Debt may be incurred; provided, however, that the Supplemental Resolution or indenture or other agreement providing for the issuance of such Other Subordinated Obligations or the incurrence of such Other Subordinated Obligations shall not permit the holders of such obligations to declare the same, nor to instruct such holders' trustee to declare the same, to be immediately due and payable prior to any time that all Obligations, Second Lien Obligations, Parity Debt and Second Lien Parity Debt have become due and payable.

7. Notwithstanding the foregoing provisions of subsections 3 and 4 of this Section 506, in the event the Second Lien Trustee transfers to the Issuer any excess amounts in the Second Lien Debt Service Fund under subsection 3 or the Second Lien Trustee pays to the Issuer any amount under clause (d) of subsection 4, the Issuer shall, before using such moneys for any other purpose, determine that there are no debt service deficiencies relating to (a)(i) TBTA Obligations or TBTA Parity Debt or (ii) MTA Obligations or MTA Parity Debt or (b) MTA Second Lien Obligations or MTA Second Lien Parity Debt, in which case the Issuer shall

transfer such moneys to the Applicable Trustees thereunder in the following order of priority: first, in such amount as required to cure any deficiencies with respect to TBTA Obligations or TBTA Parity Debt and MTA Obligations or MTA Parity Debt (provided, however, that if the excess amounts shall be insufficient to cure all such deficiencies then such amounts shall be transferred to the Applicable Trustee pro rata (in proportion to the amount of any deficiencies relative to each other) on a *pari passu* basis), and second, in such amounts as required to cure any such deficiencies with respect to MTA Second Lien Obligations and MTA Second Lien Parity Debt.

## **ARTICLE VI PARTICULAR COVENANTS OF THE ISSUER**

The Issuer covenants and agrees as follows:

### **Section 601. Power to Issue Obligations and Effect Pledge of Obligations Trust Estate.**

1. Subject to Section 703 hereof, the Issuer is duly authorized under all applicable laws to create and issue the Obligations, adopt the Resolution and pledge the Obligations Trust Estate in the manner and to the extent provided in the Resolution. The Obligations Trust Estate is and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the Resolution, and all corporate action on the part of the Issuer to that end has been and will be duly and validly taken. The Obligations and the provisions of the Resolution are and shall be the legally valid and binding special obligations of the Issuer enforceable in accordance with their terms and the terms of the Resolution. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Obligations Trust Estate and all the rights of the Owners of Obligations under the Resolution against all claims and demands of all Persons whomsoever.

2. Until the pledge created in subsection 1 of Section 501 of the Resolution shall be discharged and satisfied as provided in Section A-901 of Annex A, the Issuer shall not issue any bonds or other evidences of indebtedness, other than the Obligations and Parity Debt, secured by an equal or prior pledge of the payments from the PMT Receipts being made under the Financing Agreement or the Obligations Trust Estate, nor create or cause to be created any equal or prior pledge of, or lien, charge or encumbrance on, any of the payments from the Mobility Tax Receipts or the ATA Receipts being made under the Financing Agreement or the items comprising the Obligations Trust Estate; *provided, however*, that nothing contained in the Resolution shall prevent the Issuer from at any time incurring any Parity Debt in accordance with Section A-201 of Annex A and Section C-201 of Annex C or issuing Obligation Anticipation Notes secured as provided in Section A-203 of Annex A, Second Lien Obligations in accordance with Section 203 hereof, Second Lien Parity Debt in accordance with Section B-202 of Annex B and Section C-203 of Annex C, or Second Lien Obligation Anticipation Notes secured as provided in Section B-203 of Annex B; and *provided, further however*, that nothing shall prevent MTA from issuing MTA PMT Senior Lien Indebtedness under the MTA PMT Resolution which shall be secured on a *pari passu* basis with all right, title and interest of TBTA in and to the Financing Agreement and the receipt of amounts payable thereunder for the benefit of TBTA Obligations and TBTA Parity Debt.

**Section 602. Compliance with and Enforcement of the Financing Agreement.** The Issuer shall, at all times, use its best efforts to require the MTA to comply with its obligations under the Financing Agreement, as set forth therein including, without limitation, the obligation to make all transfers and pay all payments payable thereunder, as the same shall become due and payable and to comply with all covenants contained therein, and to comply with any directions of the Applicable Trustee (as defined in the Financing Agreement) with respect to the enforcement of the Financing Agreement; provided, however, that the Issuer may delay, defer or waive enforcement of one or more provisions of said Financing Agreement (other than provisions requiring the payment of moneys to any Fund or Account established hereunder), if the Issuer determines such delay, deferment or waiver will not materially adversely affect the right, security and interest of the Owners of Obligations and the Parity Debt and the Second Lien Obligations and the Second Lien Parity Debt, as applicable.

**Section 603. Amendments to the Financing Agreement.**

1. (a) The Issuer shall not alter, change, modify or amend any provision of the Financing Agreement so as to affect adversely in a material way (i) the interest of all of the Senior Lien Parity Owners without the prior written consent of the Senior Lien Parity Owners of at least a majority in aggregate principal amount of the Obligations then Outstanding under this Resolution and the MTA PMT Resolution, or (ii) in case less than all of such Obligations then Outstanding are affected by the alteration, change, modification or amendment, the Senior Lien Parity Owners of not less than a majority in aggregate principal amount of such Obligations so affected then Outstanding; provided, however, that if such alteration, change, modification or amendment will, by its terms, not take effect so long as any such Obligations of any specified maturity remain Outstanding, the consent of the Senior Lien Parity Owners of such Obligations shall not be required, and such Obligations shall not be deemed to be Outstanding for the purposes of any calculation of Outstanding Obligations under this Section; and provided further, that no such alteration, change, modification or amendment shall decrease the amount of any payment required to be made under the Financing Agreement or extend the time of payment thereof. The Financing Agreement may be altered, changed, modified or amended in a manner that will not adversely affect in a material way the Senior Lien Parity Owners of the Outstanding Obligations without the consent of the Senior Lien Parity Owners of such Outstanding Obligations. For the purposes of this paragraph (a) of subsection 1 of Section 603, Obligations under this Resolution shall be deemed to be affected by an alteration, change, modification or amendment of the Financing Agreement if the same adversely affects or diminishes in a material way the rights of the Senior Lien Parity Owners of such Obligations. The Trustee under this Resolution and the Trustee under the MTA PMT Resolution may, in their discretion, determine whether or not, in accordance with the foregoing powers of alteration, change, modification or amendment, any particular Obligations would be affected by any alteration, change, modification or amendment of the Financing Agreement. In any event, the Issuer shall not consent to any material adverse alteration, change, modification or amendment to the Financing Agreement without the consent of such Trustee.

(b) If any alteration, change, modification or amendment to the Financing Agreement would adversely affect in a material way the interests of all or a portion of the Second Lien Parity Owners, then the Issuer shall not alter, change, modify or amend any provision of the Financing Agreement without the prior written consent of the Second Lien Parity Owners of at

least a majority in aggregate principal amount of the Second Lien Obligations then Outstanding affected by alteration, change, modification or amendment in addition to obtaining the consent of the Senior Lien Parity Owners required by clause (i) of paragraph (a) of subsection 1 of this Section 603 to the extent applicable; provided, however, that if such alteration, change, modification or amendment will, by its terms, not take effect so long as any such Second Lien Obligations of any specified maturity remain Outstanding, the consent of the Second Lien Parity Owners of such Second Lien Obligations shall not be required, and such Second Lien Obligations shall not be deemed to be Outstanding for the purposes of any calculation of Outstanding Second Lien Obligations under this Section. The Financing Agreement may be altered, changed, modified or amended in a manner that will not adversely affect in a material way the Second Lien Parity Owners of the Outstanding Second Lien Obligations without the consent of the Second Lien Parity Owners of such Outstanding Second Lien Obligations. For the purposes of this paragraph (b) of subsection 1 of Section 603, Second Lien Obligations shall be deemed to be affected by an alteration, change, modification or amendment of the Financing Agreement if the same adversely affects or diminishes in a material way the rights of the Second Lien Parity Owners of such Obligations. The Second Lien Trustee under this Resolution and the Second Lien Trustee under the MTA PMT Resolution may, in their discretion, determine whether or not, in accordance with the foregoing powers of alteration, change, modification or amendment, any particular such Second Lien Obligations would be affected by any alteration, change, modification or amendment of the Financing Agreement. In any event, the Issuer shall not consent to any material adverse alteration, change, modification or amendment to the Financing Agreement without the consent of such Second Lien Trustee.

2. Obligations or Second Lien Obligations owned or held by or for the account of the Issuer or any Related Entity shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Obligations or Second Lien Obligations provided for in this Section 603 and the Issuer shall not be entitled with respect to such Obligations or Second Lien Obligations to give any consent or take any other action provided for in this Section 603. At the time of any consent or other action taken under this Section 603, the Issuer shall furnish the Trustee and/or the Second Lien Trustee, as applicable, a certificate of an Authorized Officer of the Issuer, upon which the Trustee and/or Second Lien Trustee may rely, describing all Obligations and Second Lien Obligations so to be excluded.

3. Consents under this Section 603 shall be obtained in the same manner as modifications and amendments under Article C-VI of Annex C.

#### **Section 604. Agreement of the State; Limited Waiver by Owners.**

1. The Issuer does hereby incorporate herein the pledges, covenants and agreements of the State with the Owners of the Obligations and Parity Debt and the Second Lien Obligations and Second Lien Parity Debt set forth in Sections 563 and 566-a of the Issuer Act as though set forth in full herein; provided, however, nothing contained in this Section or elsewhere in the Resolution shall be deemed to restrict the right of the State to amend, repeal, modify or otherwise alter statutes imposing or relating to the taxes or fees producing revenues for deposit by the MTA in the Mobility Tax Receipts Subaccount of the MTA Finance Fund and/or the ATA Receipts Subaccount of the Corporate Transportation Account of the MTA Special Assistance Fund or, if applicable, the appropriations relating thereto.

2. Notwithstanding the provisions of the agreement of the State contained in subdivisions 2 and 3 of Section 563 of the Issuer Act, all Owners, by their acceptance and holding of the Obligations and Parity Debt and the Second Lien Obligations and Second Lien Parity Debt, consent to the construction and operation by the Issuer (or to the construction by Persons other than the Issuer if the Issuer shall have assumed the operation thereof), and waive any and all rights under said subdivisions of said Section 563 with respect to such construction and operation, of any vehicular toll bridge or toll tunnel crossing the East River in the City.

**Section 605. Power to Issue Second Lien Obligations and Effect Pledge of Second Lien Obligations Trust Estate.**

1. Subject to Section 703 hereof, the Issuer is duly authorized under all applicable laws to create and issue the Second Lien Obligations, adopt the Resolution and pledge the Second Lien Obligations Trust Estate in the manner and to the extent provided in the Resolution. The Second Lien Obligations Trust Estate, except to the extent provided in Section 501 and 601, is and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the Resolution, and all corporate action on the part of the Issuer to that end has been duly and validly taken. The Second Lien Obligations and the provisions of the Resolution are and shall be the legally valid and binding special obligations of the Issuer enforceable in accordance with their terms and the terms of the Resolution. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Second Lien Obligations Trust Estate and all the rights of the Second Lien Owners under the Resolution against all claims and demands of all Persons whomsoever. Notwithstanding the foregoing, nothing shall prohibit the Issuer from creating and issuing the Obligations and Parity Debt, and pledging the separate lien on the Obligations Trust Estate securing Obligations and Parity Debt all as set forth herein, which Obligations and Parity Debt are secured on a superior basis with respect to amounts payable under the Financing Agreement.

2. Until the pledge created in subsection 5 of Section 501 of the Resolution shall be discharged and satisfied as provided in Section B-901 of Annex B, the Issuer shall not issue any bonds or other evidences of indebtedness, other than the Obligations, Parity Debt, Second Lien Obligations and Second Lien Parity Debt secured by an equal or prior pledge of the payments from the Mobility Tax Receipts or the ATA Receipts being made under the Financing Agreement or the Second Lien Obligations Trust Estate, nor create or cause to be created any equal or prior pledge of, or lien, charge or encumbrance on, any of the payments from the Mobility Tax Receipts or the ATA Receipts being made under the Financing Agreement or the items comprising the Second Lien Obligations Trust Estate; *provided, however, that* nothing contained in the Resolution shall prevent the Issuer from at any time incurring any Obligations or Parity Debt in accordance with Section A-201 of Annex A and C-201 of Annex C or issuing Obligation Anticipation Notes secured as provided in Section A-203 of Annex A, Second Lien Obligations in accordance with Section 203 hereof, Second Lien Parity Debt in accordance with Section B-202 of Annex B and C-203 of Annex C, or Second Lien Obligation Anticipation Notes secured as provided in Section B-203 of Annex B; and *provided, further however,* that nothing shall prevent the MTA from issuing MTA PMT Second Lien Indebtedness under the MTA PMT Resolution which shall be secured on a *pari passu* basis with all right, title and interest of TBTA in and to the Financing Agreement and the receipt of amounts payable thereunder for the benefit of TBTA Second Lien Obligations and TBTA Second Lien Parity Debt.



**Section 606. Creation of Liens, Issuance of Subordinated Indebtedness, Subordinated Contract Obligations and Other Debt.** The Issuer shall not issue any bonds or other evidences of indebtedness, other than the Obligations and Parity Debt and the Second Lien Obligations and Second Lien Parity Debt as provided herein, secured by a pledge of the Obligations Trust Estate and the Second Lien Obligations Trust Estate, respectively, and shall not create or cause to be created any lien or charge on the Obligations Trust Estate or the Second Lien Obligations Trust Estate, except to the extent provided in Section 501; provided, however, that the Issuer may, at any time, or from time to time, incur Subordinated Indebtedness or enter into Subordinated Contract Obligations payable out of and which may be secured by a pledge of, such amounts as may from time to time be available for the purpose of the payment thereof in accordance with the Financing Agreement and such pledge shall be, and shall be expressed to be, subordinate in all respects to the pledge created by the Resolution as security for payment of the Obligations and Parity Debt and Second Lien Obligations and Second Lien Parity Debt; and provided further that nothing contained in the Resolution shall prevent the Issuer from issuing (i) bonds, notes, or other obligations or evidences of indebtedness under another and separate resolution to finance Other Subordinated Obligations, or (ii) other bonds, notes, or other obligations or evidences of indebtedness under another and separate resolution payable from, among other sources, money released from the lien of this Resolution pursuant to the Financing Agreement.

**ARTICLE VII  
MISCELLANEOUS; REMEDIES**

**Section 701. Authority to Deliver this Resolution.** An Authorized Officer of the Issuer is hereby authorized and directed to deliver this Resolution with such changes, insertions, and omissions as may be approved by such Authorized Officer and as may be required and approved by the CPRB or by such Authorized Officer prior to the issuance of the initial Series of Obligations authenticated and delivered hereunder; such delivery being conclusive evidence of such approvals; and provided, however, that such changes, insertions, and omissions shall be necessary to effectuate the intent of this Resolution and shall not have a material adverse impact on the MTA or its obligations under the Financing Agreement or on the Owners of Obligations and Second Lien Obligations under the MTA PMT Resolution.

**Section 702. Appointment of Receiver Abrogated.** The right of the Trustee to the appointment of a receiver as provided in Section 567 of the Issuer Act is hereby abrogated.

**Section 703. Effective Date.** The effectiveness of the provisions of this Resolution relating to the authority of the Issuer to finance the PMT Transit and Commuter Project are subject to the receipt of the approval (or deemed approval) of the CPRB pursuant to the Issuer Act.

**ANNEX A**

**STANDARD RESOLUTION PROVISIONS**

**APPLICABLE TO MTA AND TBTA PMT OBLIGATIONS AND PARITY DEBT**

**ANNEX B**

**STANDARD RESOLUTION PROVISIONS APPLICABLE TO MTA AND TBTA  
SECOND LIEN PMT OBLIGATIONS AND SECOND LIEN PARITY DEBT**

**ANNEX C**

**ADDITIONAL RESOLUTION PROVISIONS APPLICABLE TO MTA AND TBTA  
SENIOR LIEN PMT OBLIGATIONS AND SECOND LIEN PMT OBLIGATIONS**

**EXHIBIT ONE**

**FORM OF OBLIGATIONS**

**THE BONDS SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR THE CITY OF NEW YORK AND NEITHER THE STATE NOR THE CITY SHALL BE LIABLE THEREON.**

*Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

*As provided in the Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Resolution to the contrary, a portion of the principal amount of this Bond may be paid or redeemed without surrender hereof to the Paying Agent. DTC or a nominee, transferee or assignee of DTC of this Bond may not rely upon the principal amount indicated hereon as the principal amount hereof outstanding and unpaid. The principal amount hereof outstanding and unpaid shall for all purposes be the amount determined in the manner provided in the Resolution.*

**TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
PAYROLL MOBILITY TAX BOND,  
SERIES \_\_\_\_\_**

No. \_\_\_\_\_

\$

**Interest Rate**

**Maturity Date**

**Dated Date**

**CUSIP**

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ Dollars

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY (herein called “TBTA”), a body corporate and politic constituting a public benefit corporation, organized and existing under and by virtue of the laws of the State of New York, acknowledges itself indebted to, and for value received hereby promises to pay to the Registered Owner stated above, or registered

assigns, on the Maturity Date set forth above, but solely from the Obligations Trust Estate defined below, upon presentation and surrender of this Bond at the office or agency of TBTA designated for such payment in the Borough of Manhattan, City and State of New York, or, at the option of the Registered Owner hereof, at any other office or agency of TBTA designated by TBTA for such payment, the Principal Amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay to the Registered Owner hereof interest on such Principal Amount, such payment to be made by The Bank of New York Mellon, as Paying Agent, from the Dated Date set forth above or such later date to which interest has been paid, at the Interest Rate per annum set forth above, payable on \_\_\_\_\_ and semi-annually thereafter on the \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ in each year, until TBTA's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on the Series \_\_\_\_\_ Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest will be paid by check mailed on the interest payment date by the Paying Agent to the Registered Owner at his address as it appears on the registration records or, at the option of any Owner of at least one million dollars (\$1,000,000) in principal amount of the Series \_\_\_\_\_ Bonds, by wire transfer in immediately available funds on each interest payment date to such Owner, provided such Owner has notified the Trustee (as hereinafter defined) in writing of such Owner's wire transfer address (which shall be in the continental United States) at least 15 days prior to the relevant payment date. *In the event that any payment date is not a business day, payment will be made on the next business day with the same force and effect as if made on the nominal date provided in the Resolution and no interest shall accrue during the intervening period with respect to any payment so deferred.*

This Bond is one of a duly authorized issue of obligations of TBTA designated as its "Payroll Mobility Tax Obligations" (herein called the "Bonds") issued under and pursuant to the Triborough Bridge and Tunnel Authority Act, being Title 3 of Article 3 of the New York Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (herein called the "TBTA Act"), and under and pursuant to a resolution of TBTA adopted on \_\_\_\_\_, 2021, entitled "Payroll Mobility Tax Obligation Resolution", as supplemented. Said resolution, as supplemented and amended, is herein called the "Resolution". This Bond is one of a series of Bonds designated as "Payroll Mobility Tax Bonds, Series \_\_\_\_\_" (herein called the "Series \_\_\_\_\_ Bonds"), issued in the aggregate principal amount of \$ \_\_\_\_\_ under said Resolution. All capitalized terms used but not otherwise defined have the respective meanings ascribed by the Resolution.

*Copies of the Resolution are on file at the office of TBTA and at the principal corporate trust office of The Bank of New York Mellon, New York, New York, as Trustee under the Resolution, or its successor as Trustee (herein called the "Trustee"), in the Borough of Manhattan, City and State of New York, and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the TBTA Act is hereby made for a complete description of the pledge and covenants securing the Series \_\_\_\_\_ Bonds, the nature, extent and manner of enforcement of, and limitations with respect to, such pledge, the rights and remedies of the registered owners of the Series \_\_\_\_\_ Bonds with respect thereto, and the terms and conditions upon which the Bonds are issued and may be issued thereunder.*

This Series \_\_\_\_ Bond is a special obligation of TBTA, secured by a pledge, subject only to the provisions of the Resolution and the MTA PMT Resolution referred to below permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution and the MTA PMT Resolution, of all right, title and interest of TBTA in the “Obligations Trust Estate”, being (i) the proceeds of the sale of the Obligations; (ii) all right, title and interest of TBTA in and to the Financing Agreement and TBTA’s *pro rata* share of the payments of ATA Receipts and the Mobility Tax Receipts from the funds and accounts established under the Financing Agreement into which the ATA Receipts and the Mobility Tax Receipts are to be deposited, (iii) all Funds, Accounts and Subaccounts established by the Resolution (other than the Second Lien Obligations Proceeds Fund and the Second Lien Debt Service Fund and subject to specified provisions of the Resolution) including the investments, if any, thereof, and (iv) certain funds, moneys and securities and any all other rights and interests in property, whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security for the Bonds as provided in the Resolution.

To the extent provided in the Resolution, Bonds may be issued from time to time pursuant to Supplemental Resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Resolution. The aggregate principal amount of Bonds which may be issued under the Resolution is not limited except as provided in the Resolution and the TBTA Act, and all Bonds issued and to be issued under the Resolution are and shall be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution. The Bondholders, by their acceptance and holding of the Bonds, waive, to the extent provided in the Resolution, all rights under subdivisions 2 and 3 of Section 563 of the TBTA Act with respect to certain competitive connections for vehicular traffic across the East River in The City of New York.

On November 18, 2020, the Metropolitan Transportation Authority (“MTA”) adopted and delivered a resolution (the “MTA PMT Resolution”) that authorizes the issuance of bonds, notes and other obligations secured by all right, title and interest of MTA in, to and under the MTA PMT Resolution or the Financing Agreement, as applicable, and including MTA’s right to payment of the ATA Receipts and the Mobility Tax Receipts and the funds and accounts established under the MTA PMT Resolution or the Financing Agreement, as applicable, into which the ATA Receipts and the Mobility Tax Receipts are to be deposited on parity with the Bonds. The Bonds and the obligations issued by MTA under the MTA PMT Resolution are collectively referred to herein as the “Parity Bonds”.

The events specified in the Resolution as such shall constitute Obligations Event of Default and the Trustee and the Owners shall have the rights and remedies provided by the Resolution. Neither the Trustee nor the Owners of the Series \_\_ Bonds shall have the right to declare all of the Bonds to be immediately due and payable in the event of a default with respect to the Resolution or any of the Parity Bonds.

To the extent provided in the Resolution, Parity Debt, secured on a parity with the Bonds with respect to all right, title and interest of TBTA in the Obligations Trust Estate may be issued or entered into by TBTA. The aggregate principal amount of Parity Debt which may be issued



or entered into under the Resolution is not limited except as provided in the Resolution and the TBTA Act. Similarly, to the extent provided in the MTA PMT Resolution, the MTA may issue parity debt on a parity with obligations issued under the MTA PMT Resolution that is not limited except as provided in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, modification or amendment of the Resolution and of the rights and obligations of TBTA and of the Owners of the Bonds may be made by a Supplemental Resolution, in certain instances without the written consent of the Owners, of the Bonds. Reference is made to the Resolution for the terms and provisions thereof relating to amendments and supplements.

The Series \_\_\_\_\_ Bonds are issued by means of a book-entry-only system, with no physical distribution of bond certificates to be made except as provided in the Resolution. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. TBTA and the Trustee will recognize the Securities Depository Nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and Redemption Price and interest on this Bond, notices and voting. In the event the Series \_\_\_\_\_ Bonds are no longer held in book-entry-only form, the Series \_\_\_\_\_ Bonds would be issuable in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

The Series \_\_\_\_\_ Bonds are subject to redemption as provided in the Certificate of Determination relating to the Series \_\_\_\_\_ Bonds.

[Provisions relating to conditional redemption or mandatory tender in lieu of optional redemption to be added if applicable.]

Notice of redemption shall be given not less than twenty (20) days before the redemption date, to the Registered Owners of any Series \_\_\_\_\_ Bonds or portions of Series \_\_\_\_\_ Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry records of TBTA, and otherwise, all in the manner, and upon the terms and conditions set forth in the Resolution. If notice of redemption shall have been given as aforesaid, then the Series \_\_\_\_\_ Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid up to but not including the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Series \_\_\_\_\_ Bonds or portions thereof shall be paid at the Redemption Price plus interest accrued and unpaid up to but not including the redemption date, and, from and after the redemption date interest on such Series \_\_\_\_\_ Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Any redemption notice or other notices required by the Resolution shall be sent only to the Securities Depository Nominee, initially Cede & Co., as nominee of DTC, and will not be published so long as the Series \_\_\_\_\_ Bonds are held in book-entry-only form.

The TBTA Act provides that neither the members of TBTA nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issue of the Series \_\_\_\_\_ Bonds, together with all other indebtedness of TBTA, is within every debt and other limit prescribed by the laws of the State of New York.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

**IN WITNESS WHEREOF, TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY** has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Authorized Officer as of the Dated Date.

**TRIBOROUGH BRIDGE AND TUNNEL  
AUTHORITY**

By: \_\_\_\_\_  
[Authorized Officer]

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Resolution.

Date of Authentication: \_\_\_\_\_

The Bank of New York Mellon, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**[Form of Assignment]**

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

---

[PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]

---

[PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: \_\_\_\_\_

In the Presence of:

---

NOTICE: The signature must be guaranteed by an "eligible guarantor Institution" meeting the requirements of membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT TWO**

**FORM OF SECOND LIEN OBLIGATIONS**

**THE BONDS SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR THE CITY OF NEW YORK AND NEITHER THE STATE NOR THE CITY SHALL BE LIABLE THEREON.**

*Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

*As provided in the Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Resolution to the contrary, a portion of the principal amount of this Bond may be paid or redeemed without surrender hereof to the Paying Agent. DTC or a nominee, transferee or assignee of DTC of this Bond may not rely upon the principal amount indicated hereon as the principal amount hereof outstanding and unpaid. The principal amount hereof outstanding and unpaid shall for all purposes be the amount determined in the manner provided in the Resolution.*

**TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
PAYROLL MOBILITY TAX SECOND LIEN BOND,  
SERIES \_\_\_\_\_**

No. \_\_\_\_\_

\$

**Interest Rate**

**Maturity Date**

**Dated Date**

**CUSIP**

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ Dollars

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY (herein called “TBTA”), a body corporate and politic constituting a public benefit corporation, organized and existing under and by virtue of the laws of the State of New York, acknowledges itself indebted to, and for value received hereby promises to pay to the Registered Owner stated above, or registered

assigns, on the Maturity Date set forth above, but solely from the Second Lien Obligations Trust Estate defined below, upon presentation and surrender of this Bond at the office or agency of TBTA designated for such payment in the Borough of Manhattan, City and State of New York, or, at the option of the Registered Owner hereof, at any other office or agency of TBTA designated by TBTA for such payment, the Principal Amount set forth above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay to the Registered Owner hereof interest on such Principal Amount, such payment to be made by The Bank of New York Mellon, as Paying Agent, from the Dated Date set forth above or such later date to which interest has been paid, at the Interest Rate per annum set forth above, payable on \_\_\_\_\_ and semi-annually thereafter on the \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_ in each year, until TBTA's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on the Series \_\_\_\_\_ Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest will be paid by check mailed on the interest payment date by the Second Lien Paying Agent to the Registered Owner at his address as it appears on the registration records or, at the option of any Owner of at least one million dollars (\$1,000,000) in principal amount of the Series \_\_\_\_\_ Bonds, by wire transfer in immediately available funds on each interest payment date to such Second Lien Owner, provided such Second Lien Owner has notified the Second Lien Trustee (as hereinafter defined) in writing of such Second Lien Owner's wire transfer address (which shall be in the continental United States) at least 15 days prior to the relevant payment date. *In the event that any payment date is not a business day, payment will be made on the next business day with the same force and effect as if made on the nominal date provided in the Resolution and no interest shall accrue during the intervening period with respect to any payment so deferred.*

This Bond is one of a duly authorized issue of obligations of TBTA designated as its "Payroll Mobility Tax Second Lien Obligations" (herein called the "Bonds") issued under and pursuant to the Triborough Bridge and Tunnel Authority Act, being Title 3 of Article 3 of the New York Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended (herein called the "TBTA Act"), and under and pursuant to a resolution of TBTA adopted on \_\_\_\_\_, 2021, entitled "Payroll Mobility Tax Obligation Resolution", as supplemented. Said resolution, as supplemented and amended, is herein called the "Resolution". This Bond is one of a series of Bonds designated as "Payroll Mobility Tax Second Lien Bonds, Series \_\_\_\_\_" (herein called the "Series \_\_\_\_\_ Bonds"), issued in the aggregate principal amount of \$ \_\_\_\_\_ under said Resolution. All capitalized terms used but not otherwise defined have the respective meanings ascribed by the Resolution.

*Copies of the Resolution are on file at the office of TBTA and at the principal corporate trust office of The Bank of New York Mellon, New York, New York, as Second Lien Trustee under the Resolution, or its successor as Trustee (herein called the "Second Lien Trustee"), in the Borough of Manhattan, City and State of New York, and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the TBTA Act is hereby made for a complete description of the pledge and covenants securing the Series \_\_\_\_\_ Bonds, the nature, extent and manner of enforcement of, and limitations with respect to, such pledge, the rights and remedies of the registered owners of the Series \_\_\_\_\_ Bonds with respect thereto, and the terms and conditions upon which Second Lien Bonds are issued and Second Lien Bonds may be issued thereunder.*

This Bond is a special obligation of TBTA, secured by a pledge, subject only to the provisions of the Resolution and the MTA PMT Resolution referred to below permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution and the MTA PMT Resolution, of all right, title and interest of TBTA in the “Second Lien Obligations Trust Estate”, being (i) the proceeds of the sale of the Second Lien Obligations; (ii) all right, title and interest of TBTA in and to the Financing Agreement and TBTA’s *pro rata* share of the payments of ATA Receipts and Mobility Tax Receipts from the funds and accounts established under the Financing Agreement into which the ATA Receipts and the Mobility Tax Receipts are to be deposited, (iii) the Second Lien Obligations Proceeds Fund and the Second Lien Debt Service Fund, including the investments, if any, thereof, and (iv) certain funds, moneys and securities and any all other rights and interests in property, whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security for the Bonds as provided in the Resolution. *Any lien on and pledge of any portion of the Second Lien Obligations Trust Estate securing Second Lien Obligations is, and is hereby expressly declared to be, junior and inferior to the lien on and pledge of the Obligations Trust Estate created in the Resolution for the payment of the Obligations and Parity Debt.*

To the extent provided in the Resolution, the Second Lien Bonds may be issued from time to time pursuant to Supplemental Resolutions in one or more series, or subseries, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Resolution. The aggregate principal amount of Second Lien Bonds which may be issued under the Resolution is not limited except as provided in the Resolution and the TBTA Act, and all Second Lien Bonds issued and to be issued under the Resolution are and shall be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution. The Bondholders, by their acceptance and holding of the Bonds, waive, to the extent provided in the Resolution, all rights under subdivisions 2 and 3 of Section 563 of the TBTA Act with respect to certain competitive connections for vehicular traffic across the East River in The City of New York.

On November 18, 2020, the Metropolitan Transportation Authority (“MTA”) adopted and delivered a resolution (the “MTA PMT Resolution”) that authorizes the issuance of bonds, notes and other obligations secured by all right, title and interest of MTA in, to and under the MTA PMT Resolution or the Financing Agreement, as applicable, and including MTA’s right to payment of the ATA Receipts and the Mobility Tax Receipts and the funds and accounts established under the MTA PMT Resolution or the Financing Agreement, as applicable, into which the ATA Receipts and the Mobility Tax Receipts are to be deposited on parity with the Bonds. The Bonds and the obligations issued by MTA under the MTA PMT Resolution are collectively referred to herein as the “Parity Bonds”.

The events specified in the Resolution as such shall constitute Second Lien Obligations Events of Default and the Second Lien Trustee and the Second Lien Owners shall have the rights and remedies provided by the Resolution. Neither the Second Lien Trustee nor the Second Lien Owners of the Bonds shall have the right to declare all of the Parity Bonds to be immediately due and payable in the event of a default with respect to the Resolution or any of the Bonds.

To the extent provided in the Resolution, Second Lien Parity Debt, secured on a parity with the Bonds with respect to all right, title and interest of TBTA in the Second Lien Obligations Trust Estate may be issued or entered into by TBTA. The aggregate principal amount of Second Lien Parity Debt which may be issued or entered into under the Resolution is not limited except as provided in the Resolution and the TBTA Act. Similarly, to the extent provided in the MTA PMT Resolution, the MTA may issue parity debt on a parity with obligations issued under the MTA PMT Resolution that is not limited except as provided in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, modification or amendment of the Resolution and of the rights and obligations of TBTA and of the Second Lien Owners of the Bonds may be made by a Supplemental Resolution, in certain instances without the written consent of the Second Lien Owners, of the Bonds. Reference is made to the Resolution for the terms and provisions thereof relating to amendments and supplements.

The Series \_\_\_\_\_ Bonds are issued by means of a book-entry-only system, with no physical distribution of bond certificates to be made except as provided in the Resolution. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. TBTA and the Trustee will recognize the Securities Depository Nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of and Redemption Price and interest on this Bond, notices and voting. In the event the Series \_\_\_\_\_ Bonds are no longer held in book-entry-only form, the Series \_\_\_\_\_ Bonds would be issuable in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

The Series \_\_\_\_\_ Bonds are subject to redemption as provided in the Certificate of Determination relating to the Series \_\_\_\_\_ Bonds.

[Provisions relating to conditional redemption or mandatory tender in lieu of optional redemption to be added if applicable.]

This Bond is payable upon redemption at the above mentioned office or agency of TBTA. So long as DTC is the securities depository for the Series \_\_\_\_\_ Bonds, the Trustee must mail redemption notices to DTC at least 20 days before the redemption date. If the Series \_\_\_\_\_ Bonds are not held in book-entry-only form, then the Trustee must mail redemption notices directly to bondholders within the same time frame. Any redemption of the Series \_\_\_\_\_ Bonds is valid and effective even if DTC's procedures for notice should fail. Any notice of optional redemption may state that it is conditional upon receipt by the Trustee of money sufficient to pay the Redemption Price or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before the payment of the Redemption Price if any such condition so specified is not satisfied or if any such other event occurs. All redemptions are final - even if beneficial owners did not receive their notice, and even if that notice had a defect.



The TBTA Act provides that neither the members of TBTA nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issue of the Series \_\_\_\_\_ Bonds, together with all other indebtedness of TBTA, is within every debt and other limit prescribed by the laws of the State of New York.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Second Lien Trustee of the Second Lien Trustee's Certificate of Authentication hereon.

**IN WITNESS WHEREOF, TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY** has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Authorized Officer as of the Dated Date.

**TRIBOROUGH BRIDGE AND TUNNEL  
AUTHORITY**

By: \_\_\_\_\_  
[Authorized Officer]

SECOND LIEN TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

Date of Authentication: \_\_\_\_\_

The Bank of New York Mellon,  
as Second Lien Trustee

By: \_\_\_\_\_  
Authorized Signatory

**[Form of Assignment]**

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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[PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]

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[PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE]

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: \_\_\_\_\_

In the Presence of:

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NOTICE: The signature must be guaranteed by an "eligible guarantor Institution" meeting the requirements of membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTE: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
\_\_\_\_\_