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**FIRST SUPPLEMENTAL INDENTURE**

between

**SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**

and

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

relating to:

\$\_[\_\_\_\_\_]

San Francisco County Transportation Authority  
Senior Sales Tax Revenue Bonds (Limited Tax Bonds)  
Series 2017

Dated as of [November] 1, 2017

(Supplemental to the Third Amended and Restated Indenture dated as of [November] 1, 2017)

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EXHIBIT A - FORM OF SERIES 2017 BOND

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**FIRST SUPPLEMENTAL INDENTURE**

\$[\_\_\_\_\_]  
 San Francisco County Transportation Authority  
 Senior Sales Tax Revenue Bonds  
 Series 2017

**This FIRST SUPPLEMENTAL INDENTURE** (this “**First Supplemental Indenture**”), dated as of [November] 1, 2017, is made between the **SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY**, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “**Authority**”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “**Trustee**”), and supplements that certain Third Amended and Restated Indenture, dated as of [November] 1, 2017 (the “**Indenture**”), between the Authority and the Trustee;

W I T N E S S E T H :

WHEREAS, the Authority is duly organized and existing under the Bay Area County Traffic and Transportation Funding Act, being Division 12.5 of the Public Utilities Code of the State of California (Sections 131000 et seq.) (the “**Act**”);

WHEREAS, the Board of Supervisors of the City and County of San Francisco adopted Resolution Number 485-03 on July 29, 2003, which approved the New Transportation Expenditure Plan for San Francisco, recommended on July 22, 2003 by the Authority (the “**Expenditure Plan**”) and called and provided for an election for the purpose of submitting to the voters a measure to enact an ordinance (the “**Ordinance**”) that would, in part, authorize implementation of the Expenditure Plan, continue collection of the retail transactions and use tax applicable in the City and County of San Francisco at the existing level of one-half of one percent (1/2%) (the “**Sales Tax**”), continue in effect the Authority as the independent agency to administer the Sales Tax and oversee implementation of the Projects and authorize the Authority to issue limited tax bonds as needed, in a total outstanding aggregate amount not to exceed \$1,880,000,000, secured by and payable from the proceeds of the Sales Tax;

WHEREAS, the Indenture provides for the issuance of senior lien limited tax bonds and the execution and delivery of a Supplemental Indenture setting forth the terms of such bonds; and

WHEREAS, the Authority has determined to issue its Senior Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2017 (the “**Series 2017 Bonds**”) for the purpose of (a) financing a portion of the costs of and costs incidental to, or connected with the construction, acquisition and improvement of certain transit, street and traffic facilities and other transportation improvements (the “**Series 2017 Project**”), including, without limitation, engineering, inspection, legal, fiscal agents, financial consultant and other fees and working capital, (b) repaying a portion of the outstanding amount under the Credit Agreement and the Note (both as defined in the Indenture),

(c) funding capitalized interest, and (d) paying Costs of Issuance (as defined in the Indenture) related to the Series 2017 Bonds; and

WHEREAS, by execution and delivery of this First Supplemental Indenture and in compliance with the provisions of the Indenture, the Authority hereby sets forth the terms of its Series 2017 Bonds, provides for the deposit and use of the proceeds of the Series 2017 Bonds and makes other provisions relating to the Series 2017 Bonds; and

WHEREAS, the issuance of the Series 2017 Bonds is authorized pursuant to the Act, Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 (Sections 53570-53572 and Sections 53580-53589.5, respectively) of the Government Code of the State of California, and other applicable law; and

NOW, THEREFORE, the Authority and the Trustee, each in consideration of the representations, warranties, covenants and agreements of the other as set forth herein, mutually represent, warrant, covenant and agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. The following definitions shall apply to the terms used in this First Supplemental Indenture unless the context clearly requires otherwise.

“*Authorized Denomination*” means, with respect to the Series 2017 Bonds, \$5,000 or any integral multiple thereof.

“*Beneficial Owner*” means, whenever used with respect to a Series 2017 Bond, the person in whose name such Series 2017 Bond is recorded as the beneficial owner of such Series 2017 Bond by a Participant on the records of such Participant or such person’s subrogee.

“*Book-Entry Bonds*” means the Series 2017 Bonds held by DTC (or its nominee) as the registered Owner thereof pursuant to the terms and provisions of Section 3.02 hereof.

“*Continuing Disclosure Certificate*” means the Continuing Disclosure Certificate, dated [November \_\_], 2017, entered into by the Authority in order to assist the underwriters of the Series 2017 Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

“*Corporate Trust Office*” means the corporate trust office of the Trustee in San Francisco, California; provided, however, for transfer, registration, exchange, payment and surrender of the Series 2017 Bonds, it shall mean the corporate trust office of the Trustee in St. Paul, Minnesota. The Trustee may hereafter designate alternate Corporate Trust Offices and any successor Trustee shall designate its Corporate Trust Office by written notice delivered to the Authority.

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

“*EMMA System*” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission.

“*First Supplemental Indenture*” means this First Supplemental Indenture, dated as of [November] 1, 2017, between the Authority and the Trustee.

“*Holder*” or “*Bondholder*” or “*Owner*” means the registered owner of any Series 2017 Bond, including DTC or its nominee as the sole registered owner of Book-Entry Bonds.

“*Indenture*” means the Third Amended and Restated Indenture, dated as of [\_\_\_\_\_] 1, 2017, between the Authority and the Trustee, under which the Series 2017 Bonds are authorized and secured.

“*Interest Payment Date*” means each February 1 and August 1, commencing February 1, 2018, the dates upon which interest on the Series 2017 Bonds becomes due and payable.

“*Opinion of Bond Counsel*” means a written opinion of a law firm of recognized national standing in the field of public finance selected by the Authority.

“*Participant*” means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

“*Rebate Requirement*” shall have the meaning as set forth in the Tax Certificate.

“*Record Date*” means for a February 1 Interest Payment Date the immediately preceding January 15 and for an August 1 Interest Payment Date the immediately preceding July 15. Such dates shall be Record Dates notwithstanding if such dates are not a Business Day.

“*Representation Letter*” means the Blanket Issuer Letter of Representations from the Authority to DTC as supplemented and amended from time to time.

“*Series 2017 Bonds*” means the \$[\_\_\_\_\_] original principal amount of Senior Lien Bonds issued under the Indenture and this First Supplemental Indenture and designated as “San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2017” and described in ARTICLE II hereof.

“*Series 2017 Project Fund*” means the fund of that name established pursuant to Section 6.04 hereof.

“*Series 2017 Costs of Issuance Fund*” means the fund of that name established under and pursuant to Section 6.01 hereof.

“*Series 2017 Project*” means the projects to be financed with the Series 2017 Bonds, as described in the Tax Certificate.

“*Series 2017 Rebate Fund*” means the fund of that name established under and pursuant to Section 7.01 hereof.

“*Series 2017 Subaccount of the Senior Lien Interest Account*” means the subaccount of that name established within the Senior Lien Interest Account of the Senior Lien Debt Service Fund pursuant to Section 6.02 hereof.

“*Series 2017 Subaccount of the Senior Lien Principal Account*” means the subaccount of that name established within the Senior Lien Principal Account of the Senior Lien Debt Service Fund pursuant to Section 6.03 hereof.

“*Tax Certificate*” means the Tax and Nonarbitrage Certificate executed and delivered by the Authority at the time of issuance and delivery of the Series 2017 Bonds, as the same may be amended or supplemented in accordance with its terms.

“*Trustee*” means U.S. Bank National Association, and its successors.

Section 1.02. Incorporation of Definitions Contained in the Indenture. Capitalized terms not otherwise defined in Section 1.01 hereof or elsewhere in this First Supplemental Indenture shall have the same meanings as set forth in the Indenture.

Section 1.03. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this First Supplemental Indenture.

## ARTICLE II

### THE SERIES 2017 BONDS

Section 2.01. Designation of Series 2017 Bonds; Principal Amount; Purpose of Issue. The Series 2017 Bonds authorized to be issued under the Indenture and this First Supplemental Indenture shall be designated as “San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds, Series 2017” and shall be issued in the original principal amount of \$[\_\_\_\_\_].

The Series 2017 Bonds are being issued for the purposes of (a) financing a portion of the costs of and costs incidental to, or connected with, the Series 2017 Project, including, without limitation, engineering, inspection, legal, fiscal agents, financial consultant and other fees and working capital, (b) repaying a portion of the outstanding amount under the Credit Agreement and the Note, (c) funding capitalized interest, and (d) paying Costs of Issuance related to the Series 2017 Bonds;

Section 2.02. Series 2017 Bonds Under the Indenture; Security; Lien Priority. The Series 2017 Bonds are issued under and subject to the terms of the Indenture and are secured by and payable solely from Revenues as Senior Lien Bonds on a parity with other Senior Lien Debt in accordance with the terms of the Indenture.

Section 2.03. Execution of the Series 2017 Bonds. The Series 2017 Bonds shall be executed in the name and on behalf of the Authority by the facsimile or manual signature of the Executive Director or the Chief Deputy Director. The provisions of Section 3.04 of the Indenture shall apply to the Series 2017 Bonds.

Section 2.04. Terms of the Series 2017 Bonds. The Series 2017 Bonds shall, upon initial issuance, be dated the date of delivery thereof. Each Series 2017 Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, unless such Interest Payment Date is a date of authentication, in which event such Series 2017 Bond shall bear interest from the date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Series 2017 Bond shall bear interest from such succeeding Interest Payment Date, or unless no interest thereon has been paid or duly provided for such Series 2017 Bond, in which event such Series 2017 Bond shall bear interest from the dated date thereof. If interest on the Series 2017 Bonds shall be in default, Series 2017 Bonds issued in exchange for Series 2017 Bonds surrendered for transfer or exchange shall bear interest from the last Interest Payment Date on which interest has been paid in full on such Series 2017 Bonds surrendered. The Series 2017 Bonds shall be issued in registered form in Authorized Denominations.

Interest on the Series 2017 Bonds shall be paid on February 1, 2018 and semiannually thereafter on each August 1 and February 1. Interest on the Series 2017 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2017 Bonds shall mature in the years and in the amounts and bear interest at the annual rates set forth in the following schedule:

<b>Maturity Date (February 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
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Payment of the principal of the Series 2017 Bonds shall be made upon surrender of the Series 2017 Bonds to the Trustee or its agent at its Corporate Trust Office; provided that with respect to Series 2017 Bonds which are Book-Entry Bonds, the Trustee may make other arrangements for payment of principal as provided in the Representation Letter. Payment of interest on Series 2017 Bonds which are not Book-Entry Bonds shall be paid by check of the Trustee mailed by first-class mail to the person who is the registered Owner thereof on the Record Date, and such payment shall be mailed to such Owner at his address as it appears on the Bond Register, provided, that Owners of \$1,000,000 or more in aggregate principal amount of Series 2017 Bonds may request payment by wire transfer of immediately available funds upon



written request received by the Trustee at least fifteen (15) days prior to the applicable Interest Payment Date. The payment of interest on Book-Entry Bonds shall be made as provided in Section 3.02 hereof with respect to all Series 2017 Bonds and interest due and payable on any Interest Payment Date shall be paid to the person who is the registered Owner as of the Record Date. The Series 2017 Bonds shall be substantially in the form of Exhibit A attached hereto.

If the principal of a Series 2017 Bond becomes due and payable, but shall not have been paid, or provision shall not have been made for its payment, then such Series 2017 Bond shall bear interest at the same rate after such default as on the day before such default occurred.

The principal of and interest on the Series 2017 Bonds may be paid 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 or private debts.

### **ARTICLE III**

#### **EXCHANGE OF SERIES 2017 BONDS; BOOK-ENTRY BONDS**

Section 3.01. Exchange of Series 2017 Bonds. Series 2017 Bonds which are delivered to the Trustee for exchange may be exchanged for an equal total principal amount of Series 2017 Bonds of the same maturity but of different Authorized Denominations. The Series 2017 Bonds may be exchanged as provided in Section 3.06 of the Indenture; provided that the Trustee will not be required to transfer or exchange any such Series 2017 Bond during the period beginning on a Record Date and ending on the next Interest Payment Date.

Section 3.02. Book-Entry Bonds.

(a) Except as provided in paragraph (c) of this Section, the registered Owner of all of the Series 2017 Bonds shall be DTC, and the Series 2017 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal of or interest on any Series 2017 Bond registered in the name of Cede & Co. shall be made by wire transfer of New York Clearing House or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the regular Record Date or special record date for Cede & Co. in the Bond Register.

(b) The Series 2017 Bonds shall be initially issued in the form of a separate single authenticated fully registered bond for each separate stated maturity and interest rate of the Series 2017 Bonds. Upon initial issuance, the ownership of such Series 2017 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Trustee and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2017 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2017 Bonds, giving any notice permitted or required to be given to Bondholders under the Indenture or this First Supplemental Indenture, registering the transfer of Series 2017 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any

Participant, any person claiming a beneficial ownership interest in the Series 2017 Bonds under or through DTC or any Participant or any other person which is not shown on the registration books as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any Participant, the payment by DTC or any Participant of any amount in respect of the principal of or interest on the Series 2017 Bonds; any notice which is permitted or required to be given to Bondholders under the Indenture or this First Supplemental Indenture; or any consent given or other action taken by DTC as a Bondholder. The Trustee shall pay, from funds held under the terms of the Indenture or otherwise provided by the Authority, all principal of and interest on the Series 2017 Bonds only to DTC as provided in the Representation Letter and all such payments shall be valid and effective to satisfy and discharge fully the Authority's obligations with respect to the principal of and interest on the Series 2017 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2017 Bond evidencing the obligation of the Authority to make payments of principal and interest pursuant to the Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the name "Cede & Co." in this First Supplemental Indenture shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain Series 2017 Bond certificates and notifies DTC and the Trustee of such determination, then DTC will notify the Participants of the availability through DTC of Series 2017 Bond certificates. In such event, the Trustee shall authenticate, transfer and exchange Series 2017 Bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2017 Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver Series 2017 Bond certificates as described in this First Supplemental Indenture. In the event Series 2017 Bond certificates are issued, the provisions of the Indenture and this First Supplemental Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2017 Bond to any Participant having Series 2017 Bonds credited to its DTC account, or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2017 Bonds.

(d) Notwithstanding any other provision of the Indenture and this First Supplemental Indenture to the contrary, so long as any Series 2017 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series 2017 Bond and all notices with respect to such Series 2017 Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to the Indenture and this First Supplemental Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to DTC shall be given only when DTC is the sole Bondholder.

**NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2017 BONDS; THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DTC PARTICIPANT OR ANY INDIRECT PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE SERIES 2017 BONDS.**

Section 3.03. Transfers Outside Book-Entry System. In the event (a) DTC or any successor securities depository determines (a “**Securities Depository**”) not to continue to act as securities depository for the Series 2017 Bonds; or (b) the Authority determines that the Securities Depository shall no longer so act, and delivers a written certificate to the Trustee and the Securities Depository to that effect, then the Authority will discontinue the book-entry system with the Securities Depository. If the Authority determines to replace the Securities Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new, single, separate, fully registered Series 2017 Bond for each of the maturities and interest rates of the Series 2017 Bonds registered in the name of such successor or substitute qualified securities depository or its nominee or make such other arrangement acceptable to the Authority and the Securities Depository as are not inconsistent with the terms of the Indenture or this First Supplemental Indenture. If the Authority fails to identify another qualified securities depository to replace the Securities Depository, then the Series 2017 Bonds shall no longer be restricted to being registered in the Register in the name of the Nominee, but shall be registered in such authorized denominations and names as the Securities Depository shall designate in accordance with the provisions of this ARTICLE III.

Section 3.04. Bond Register. The Trustee shall maintain records of the Series 2017 Bonds in the Bond Register established pursuant to Section 3.07 of the Indenture. The Authority, the Trustee and any paying agent may deem and treat the registered Owners of the Series 2017 Bonds as the absolute owners thereof for all purposes, and the Authority, the Trustee and any paying agent shall not be affected by any notice to the contrary.

## ARTICLE IV

### REDEMPTION

Section 4.01. Notices to Trustee: Notices to Bondholders. If the Authority wishes that any Series 2017 Bonds be redeemed pursuant to any optional redemption provision in this First Supplemental Indenture, the Authority will notify the Trustee of the applicable provision, the redemption date, the principal amount of Series 2017 Bonds to be redeemed and other necessary particulars. The Authority will give notice to the Trustee at least thirty-five (35) days before the redemption date, provided that the Trustee may, at its option, waive such notice or accept notice at a later date. The Trustee shall, at least twenty (20) days but not more than sixty (60) days before each redemption, send such notice of redemption by first class mail (or, with respect to Series 2017 Bonds held by DTC, by such other method as is specified by DTC) to each Owner of a Series 2017 Bond to be redeemed; each such notice shall be sent to the Owner's registered address.

On the date of the mailing of the redemption notice required by the first paragraph of this Section 4.01, if any Series 2017 Bonds are at such time not Book-Entry Bonds, such redemption notice shall be provided to the EMMA System.

Each notice of redemption shall specify the date of such notice; the date of issue, maturity dates and CUSIP numbers of the Series 2017 Bonds to be redeemed; the redemption date, the Redemption Price; and the place or places of redemption (including the name and address or addresses of the Trustee); if less than all of the Series 2017 Bonds of a maturity are to be redeemed, the distinctive certificate numbers of the Series 2017 Bonds of such maturity; and if a portion of a Series 2017 Bond is to be redeemed, the portion of the principal amount thereof to be redeemed; any condition to the redemption; and that on the redemption date, and upon the satisfaction of any such condition, the Series 2017 Bonds to be redeemed shall cease to bear interest. Each such notice shall also state that on said date and upon satisfaction of any condition to the redemption, there will become due and payable on each of said Senior Lien Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the date fixed for redemption, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2017 Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Neither the Authority nor the Trustee shall have any responsibility for any defect in the CUSIP number that appears on any Series 2017 Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Authority nor the Trustee shall be liable for any inaccuracy in such CUSIP numbers.

If at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Series 2017 Bonds called for redemption, such notice may, at the election of the Authority, state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on

the required date, then the redemption shall be canceled and within a reasonable time thereafter notice shall be mailed to the holders of such Series 2017 Bonds that were to be redeemed in the manner provided in this Section 4.01.

Failure to give the redemption notice described in this Section 4.01 to any Bondholder or any defect therein shall not in any matter affect the redemption of any Series 2017 Bond in respect of which no such failure or defect occurs. In addition, failure to give notice pursuant to this Section 4.01 to the EMMA System or any defect therein shall not in any manner affect the redemption of any Series 2017 Bond. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received as sent by the addressee.

**Section 4.02. Optional Redemption of Series 2017 Bonds.** The Series 2017 Bonds maturing on and before February 1, 20\_\_ are not subject to optional redemption. The Series 2017 Bonds maturing on and after February 1, 20\_\_ are subject to redemption at the option of the Authority on or after February 1, 20\_\_, in whole or in part in Authorized Denominations on any date, from any moneys that may be provided for such purpose and at the redemption price of 100% of the principal amount of such Series 2017 Bonds to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

**Section 4.03. Mandatory Sinking Fund Redemption of the Series 2017 Bonds.** Series 2017 Bonds maturing on February 1, 20\_\_ are subject to mandatory sinking fund redemption in the amount of the principal thereof, without premium, plus accrued interest thereon to the redemption date from amounts in the Series 2017 Subaccount of the Senior Lien Principal Account, to be paid on February 1 of the years and in the amounts set forth below:

Year	Sinking Fund Installment
† Final Maturity	

On or before the forty-fifth (45<sup>th</sup>) day prior to any mandatory sinking fund redemption date, the Trustee shall proceed to select for redemption (by lot in such manner as the Trustee may determine), from the Series 2017 Bonds subject to such redemption, an aggregate principal amount of such Series 2017 Bonds equal to the amount for such year as set forth in the table above and shall call such Series 2017 Bonds or portions thereof (in Authorized Denominations) for redemption and give notice of such redemption in accordance with the terms of Section 4.01 hereof.

At the option of the Authority, to be exercised by delivery of a written certificate to the Trustee on or before the sixtieth (60<sup>th</sup>) day next preceding any mandatory sinking fund redemption date, it may (a) deliver to the Trustee for cancellation any Series 2017 Bonds or portions thereof (in Authorized Denominations) of the stated maturity subject to such redemption purchased in the open market or otherwise acquired by the Authority or (b) specify a principal amount of such Series 2017 Bonds or portions thereof (in Authorized Denominations) subject to

mandatory sinking fund redemption which prior to said date have been purchased or redeemed (other than pursuant to mandatory sinking fund redemption) and previously cancelled by the Trustee at the request of the Authority and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Series 2017 Bond or portion thereof so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount thereof against the obligation of the Authority on such mandatory sinking fund redemption date.

Section 4.04. Payment of Series 2017 Bonds Called for Redemption. On or after the redemption date, upon surrender to the Trustee or the Trustee's agent, Series 2017 Bonds called for redemption shall be paid at the redemption price stated in the notice, plus interest accrued to the redemption date.

Section 4.05. Selection of Series 2017 Bonds for Redemption; Series 2017 Bonds Redeemed in Part. Series 2017 Bonds are subject to redemption in such order of maturity as the Authority may direct and by lot, selected in such manner as the Trustee shall deem appropriate, within a maturity, provided that for so long as the book-entry only system described in Section 3.02 is being used, the interests of the Participants in the particular Series 2017 Bonds or portions thereof to be redeemed within a maturity shall be selected by lot by DTC in such manner as DTC and the Participants may determine.

Upon surrender of a Series 2017 Bond to be redeemed, the Trustee will authenticate for the Holder a new Series 2017 Bond of the same maturity and interest rate equal in principal amount to the unredeemed portion, if any, of the Series 2017 Bond surrendered.

## ARTICLE V

### APPLICATION OF PROCEEDS AND PAYMENT OF SERIES 2017 BONDS

Section 5.01. Application of Proceeds and Other Funds.

(a) The Trustee shall deposit the proceeds of the sale of the Series 2017 Bonds received by the Trustee equal to \$\_\_\_\_\_ (which is equal to the par amount of the Series 2017 Bonds of \$\_\_\_\_\_, plus/minus an original issue premium/discount of \$\_\_\_\_\_ and less a purchaser's discount of \$\_\_\_\_\_), to the following funds and accounts:

- (i) [\$\_\_\_\_\_ shall be deposited into the Series 2017 Costs of Issuance Fund;
- (ii) \$\_\_\_\_\_ shall be deposited into the Series 2017 Project Fund;
- (iii) \$\_\_\_\_\_ shall be deposited into the Series 2017 Subaccount of the Senior Lien Interest Account in the Senior Lien Debt Service Fund; and
- (iv) \$\_\_\_\_\_ shall be deposited into the Series 2017 Note Repayment Fund.]

(b) The Trustee may, in its discretion, establish temporary funds or accounts on its books and records to facilitate the deposits and transfers described above under (a).

Section 5.02. Sources of Payment of Series 2017 Bonds. The Series 2017 Bonds shall be secured by a prior lien on, and are payable from, Revenues as provided in the Indenture. The Authority may, but is not obligated to, provide for payment of principal of and interest on the Series 2017 Bonds from any other source or from any other funds of the Authority.

## ARTICLE VI

### CREATION OF SERIES 2017 BOND ACCOUNTS AND SUBACCOUNTS; USE OF DEBT SERVICE SUBACCOUNT

Section 6.01. Creation of Series 2017 Costs of Issuance Fund; Payment of Costs of Issuance. The “San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds, Series 2017 Costs of Issuance Fund” (the “**Series 2017 Costs of Issuance Fund**”) is hereby established, which shall be held by the Trustee as provided in the Indenture and this First Supplemental Indenture, [and all moneys and securities in such fund shall be pledged to secure the Series 2017 Bonds, until expended in accordance with the provision of this Section 6.01]. As provided in Section 5.01(a)(i) hereof, at the time of issuance of the Series 2017 Bonds, a portion of the proceeds of the Series 2017 Bonds shall be deposited into the Series 2017 Costs of Issuance Fund. Amounts on deposit in the Series 2017 Costs of Issuance Fund shall be used to pay or to reimburse the Authority for the payment of Costs of Issuance of the Series 2017 Bonds. Amounts in the Series 2017 Costs of Issuance Fund shall be disbursed by the Trustee upon written requisition executed by an Authorized Authority Representative. Each such requisition shall state:

- (a) the requisition number;
- (b) the amount to be paid to the Authority or to its designee and the method of payment;
- (c) that each item to be paid with the requisitioned funds represents either incurred or due and payable Costs of Issuance as permitted by the Act and the Ordinance;
- (d) that such Costs of Issuance have not been paid from other funds withdrawn from the Series 2017 Costs of Issuance Fund; and
- (e) to the best of the signatory’s knowledge, no Event of Default has occurred and is continuing under the Indenture or any Supplemental Indenture thereto.

Each such written requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

Upon the earlier of (a) 90 days from the delivery date of the Series 2017 Bonds; or (ii) at such time as the Authority delivers to the Trustee written notice that all Costs of Issuance with

respect to the Series 2017 Bonds have been paid or otherwise notifies the Trustee in writing that no additional amounts from the Series 2017 Costs of Issuance Fund will be needed to pay such Costs of Issuance, the Trustee shall transfer all amounts then remaining in the Series 2017 Costs of Issuance Fund to the Series 2017 Project Fund. At such time as no amounts remain in the Series 2017 Costs of Issuance Fund, such fund shall be closed.

Section 6.02. Creation of Series 2017 Subaccount in the Senior Lien Interest Account of the Senior Lien Debt Service Fund. A separate Subaccount to be held by the Trustee is hereby created within the Senior Lien Interest Account of the Senior Lien Debt Service Fund to be designated as the “Series 2017 Subaccount of the Senior Lien Interest Account.” Amounts in the Series 2017 Subaccount of the Senior Lien Interest Account shall be disbursed to pay interest on the Series 2017 Bonds pursuant to the Indenture and this First Supplemental Indenture.

The Trustee shall deposit into the Series 2017 Subaccount of the Senior Lien Interest Account (a) amounts to be deposited therein pursuant to Section 5.01(a)(iii) hereof; (b) amounts to be deposited therein pursuant to Article VII of the Indenture; (c) amounts with respect to interest on the Series 2017 Bonds received from the Authority; and (d) any other amounts deposited with the Trustee for deposit in the Series 2017 Subaccount of the Senior Lien Interest Account or transferred from other funds and accounts for deposit therein. Earnings on all other amounts in the Series 2017 Subaccount of the Senior Lien Interest Account shall be retained in such Subaccount. The Trustee shall establish separate subaccounts in the Series 2017 Subaccount of the Senior Lien Interest Account for each source of deposit (including any investment income thereon) made into the Series 2017 Subaccount of the Senior Lien Interest Account so that the Trustee may at all times ascertain the date of deposit, the amounts, and the source of the funds in each subaccount.

Section 6.03. Creation of Series 2017 Subaccount in the Senior Lien Principal Account of the Senior Lien Debt Service Fund. A separate Subaccount to be held by the Trustee is hereby created within the Senior Lien Principal Account of the Senior Lien Debt Service Fund to be designated as the “Series 2017 Subaccount of the Senior Lien Principal Account.” Amounts in the Series 2017 Subaccount of the Senior Lien Principal Account will be disbursed to pay principal of the Series 2017 Bonds pursuant to the Indenture and this First Supplemental Indenture.

The Trustee shall deposit into the Series 2017 Subaccount of the Senior Lien Principal Account (a) amounts to be deposited therein pursuant to Article VII of the Indenture; (b) amounts with respect to principal on the Series 2017 Bonds received from the Authority; and (c) any other amounts deposited with the Trustee for deposit in the Series 2017 Subaccount of the Senior Lien Principal Account or transferred from other funds and accounts for deposit therein. Earnings on all other amounts in the Series 2017 Subaccount of the Senior Lien Principal Account shall be retained in such Subaccount. The Trustee shall establish separate subaccounts in the Series 2017 Subaccount of the Senior Lien Principal Account for each source of deposit (including any investment income thereon) made into the Series 2017 Subaccount of the Senior Lien Principal Account so that the Trustee may at all times ascertain the date of deposit, the amounts, and the source of the funds in each subaccount.



Section 6.04. Creation of Series 2017 Project Fund. A separate fund to be held by the Trustee is hereby created to be designated the “San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds, Series 2017 Project Fund” (the “**Series 2017 Project Fund**”) is hereby established, which shall be held by the Trustee as provided in the Indenture and this First Supplemental Indenture, [and all moneys and securities in such fund shall be pledged to secure the Series 2017 Bonds until expended in accordance with the provisions of this Section 6.04]. As provided in Section 5.01(a)(ii) hereof, at the time of the sale of the Series 2017 Bonds, a portion of the proceeds shall be deposited into the Series 2017 Project Fund, to be used to pay or to reimburse the Authority for the payment of Costs of the Series 2017 Project. Amounts in the Series 2017 Project Fund shall be disbursed by the Trustee upon written requisition executed by an Authorized Authority Representative. Each such requisition shall state:

- (a) the requisition number;
- (b) the amount to be paid to the Authority or to its designee and the method of payment;
- (c) that each item to be paid with the requisitioned funds represents either incurred or due and payable Costs of the Series 2017 Project as permitted by the Act and the Ordinance;
- (d) that such costs have not been paid from other funds withdrawn from the Series 2017 Project Fund; and
- (e) to the best of the signatory’s knowledge, no Event of Default has occurred and is continuing under the Indenture or any Supplemental Indenture thereto.

When the Authority determines that the costs of the Series 2017 Project have been paid, a Certificate of the Authority shall be delivered to the Trustee stating (i) that all of such costs have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Series 2017 Project Fund is to be maintained in the full amount of such claims until such dispute is resolved) and (ii) that the Trustee is to transfer the remaining balance, if any, in the Series 2017 Project Fund, less the amount of any such retention, as follows: an amount up to the total amount of interest due on the next Interest Payment Date on the Series 2017 Bonds for deposit in the Series 2017 Subaccount of the Senior Lien Interest Account, and the remainder, if any, for deposit in the Series 2017 Subaccount of the Senior Lien Principal Account.

Section 6.05. [Creation of Series 2017 Note Repayment Fund. A separate fund to be held by the Trustee is hereby created and designated the “Series 2017 Note Repayment Fund.” As provided in Section 5.01 hereof, at the time of the sale of the Series 2017 Bonds, a portion of the proceeds shall be deposited into the Series 2017 Note Repayment Fund. Amounts in the Note Repayment Fund shall be used to repay a portion of the Note as provided in a Request delivered to the Trustee on or before the date of issuance of the Series 2017 Bonds.]

## ARTICLE VII

## TAX COVENANTS

Section 7.01. Series 2017 Rebate Fund.

(a) The Authority hereby agrees that it will instruct the Trustee to establish and maintain a fund, if necessary, separate from any other fund established and maintained hereunder designated as the “San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds, Series 2017 Rebate Fund” (the “**Series 2017 Rebate Fund**”), which will be funded if so required under the Tax Certificate, and amounts in the Series 2017 Rebate Fund will be held and disbursed in accordance with the terms and requirements of the Tax Certificate. The Trustee shall not be required to create and establish the Series 2017 Rebate Fund until the Authority gives written instruction to the Trustee to do so. Subject to the transfer provisions provided in Section 7.01(d) below, all money at any time deposited in the Series 2017 Rebate Fund, if created, shall be held by the Trustee for the account of the Authority in trust, to the extent required to pay the Rebate Requirement applicable to the Series 2017 Bonds, for payment to the federal government of the United States of America, and neither the Trustee nor any Owner of Series 2017 Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Series 2017 Rebate Fund shall be governed by this First Supplemental Indenture and by the Tax Certificate (which is incorporated herein by reference). The Authority hereby covenants to comply with the directions contained in the Tax Certificate and the Trustee hereby covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to the Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Series 2017 Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of this subsection (a) if it follows such instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate nor to make computations in connection therewith.

(b) Amounts shall be deposited in the Series 2017 Rebate Fund as provided in this Section 7.01 and the Tax Certificate so that the balance of the amount on deposit thereto shall be equal to the Rebate Requirement for the Series 2017 Bonds. Computations of the Rebate Requirement for the Series 2017 Bonds shall be furnished by or on behalf of the Authority to the Trustee in accordance with the Tax Certificate.

(c) The Trustee shall invest all amounts held in the Series 2017 Rebate Fund pursuant to written instructions of the Authority in accordance with Sections 7.08 and 7.09 of the Indenture, and subject to the restrictions set forth in the Tax Certificate.

(d) Upon receipt of the instructions required to be delivered to the Trustee by the Tax Certificate, the Trustee shall remit part or all of the balances in the Series 2017 Rebate Fund to the federal government of the United States of America, as so directed. In addition, if such instructions so direct, the Trustee will deposit moneys into or transfer

moneys out of the Series 2017 Rebate Fund from or into such accounts or funds. Any funds remaining in the Series 2017 Rebate Fund after payment of all of the Series 2017 Bonds and payment and satisfaction of the Rebate Requirement applicable to the Series 2017 Bonds shall be withdrawn and remitted to the Authority in accordance with a request of the Authority.

(e) Notwithstanding any other provision of the Indenture and this First Supplemental Indenture, the obligation to pay the Rebate Requirement applicable to the Series 2017 Bonds to the federal government of the United States of America and to comply with all other requirements of this ARTICLE VII and the Tax Certificate shall survive the defeasance or payment in full of the Series 2017 Bonds. The Authority shall retain all records with respect to the calculations and instructions required by this Section 7.01 for at least four years after the date on which the last of the principal of and interest on the Series 2017 Bonds has been paid.

Section 7.02. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bonds, the Authority hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”). In furtherance of these covenants, the Authority agrees to comply with the covenants contained in the Tax Certificate with respect to the Series 2017 Bonds. The Authority hereby agrees to deliver instructions to the Trustee as may be necessary in order to comply with the Tax Certificate. The Trustee, by acceptance of its duties hereunder, agrees to comply with any instructions received from the Authority which the Authority indicates must be followed in order to comply with the Tax Certificate. The failure of the Authority to comply with the Tax Certificate, Section 7.01 hereof, or this Section 7.02 shall be an Event of Default.

Notwithstanding any provision of this Section 7.02 and Section 7.01 hereof, if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required under this Section 7.02 and Section 7.01 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Series 2017 Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

## **ARTICLE VIII**

### **COMPLIANCE WITH THE ORDINANCE AND THE ACT**

The Authority hereby covenants and agrees that it has duly levied the Sales Tax in accordance with the Act, pursuant to and in accordance with the Ordinance, duly passed and adopted by the Authority and the electorate of the County.

**ARTICLE IX****MISCELLANEOUS**

Section 9.01. Limited Obligation. Neither the faith and credit nor the taxing power of the County, the State or any political subdivision or agency thereof, other than the Authority to the extent of the Revenues and certain other amounts held by the Trustee under the Indenture and this First Supplemental Indenture, is pledged to the payment of the principal of, redemption price, if any, or interest on the Series 2017 Bonds. The Authority has no power to levy property taxes to pay the principal of or interest on the Series 2017 Bonds.

The Series 2017 Bonds are limited obligations of the Authority and are payable, both as to principal and interest, solely from the Revenues and by certain other amounts held by the Trustee under the Indenture. Other than Revenues and such amounts, the general fund of the Authority is not liable, and neither the credit nor the taxing power of the Authority is pledged, for the payment of the Series 2017 Bonds or their interest. The Series 2017 Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Revenues.

Section 9.02. Trustee's Agents. The Trustee or the Authority (with written notice to the Trustee) may from time to time appoint other banks, trust companies or other financial institutions to perform functions described in this First Supplemental Indenture. Such agents may include, but shall not be limited to, authenticating agents and paying agents. Any reference in this First Supplemental Indenture to the Trustee shall also refer to any agent appointed by the Trustee or the Authority to such duty in addition to the Trustee or shall, instead, refer only to any agent appointed by the Trustee or the Authority to perform such duty in place of the Trustee.

Section 9.03. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver, or other communication required or permitted by this First Supplemental Indenture or the Series 2017 Bonds must be in writing except as expressly provided otherwise in this First Supplemental Indenture or the Series 2017 Bonds.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when delivered by hand or mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses set forth below. Any addressee may designate additional or different addresses for purposes of this Section.

to the Authority:

San Francisco County Transportation Authority  
1455 Market St. Floor 22  
San Francisco, CA 94103  
Attention: Deputy Director for Finance &  
Administration

Telephone: (415) 522-4800  
 Fax: (415) 522-4829

to the Trustee:

U.S. Bank National Association  
 One California Street, Suite 1000  
 San Francisco, California 94111  
 Attention: Global Corporate Trust Services  
 Telephone: (415) 677-3593  
 Fax: (415) 677-3769  
 Ref. [\_\_\_\_\_]

Section 9.04. Limitation of Rights. Nothing expressed or implied in this First Supplemental Indenture or the Series 2017 Bonds shall give any person other than the Trustee, the Authority and the Bondholders any right, remedy or claim under or with respect to this First Supplemental Indenture.

Section 9.05. Severability. If any provision of this First Supplemental Indenture shall be determined to be unenforceable, such determination shall not affect any other provision of this First Supplemental Indenture.

Section 9.06. Payments or Actions Occurring on Nonbusiness Days. If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 9.07. Governing Law. This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of California.

Section 9.08. Captions. The captions in this First Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this First Supplemental Indenture.

Section 9.09. Counterparts. This First Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 9.10. Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this First Supplemental Indenture, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default, however, any Series 2017 Bondholder may take such actions, as provided in the Continuing Disclosure Certificate, as may be necessary and appropriate to cause the Authority to comply with its obligations under the Continuing Disclosure Certificate.

Section 9.11. Effectiveness of Remainder of the Indenture. Except as otherwise amended herein, the Indenture shall remain in full force and effect.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this First Supplemental Indenture by their officers thereunto duly authorized as of the date first above written.

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
Tilly Chang  
Executive Director

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By \_\_\_\_\_  
Authorized Officer

[Signature page to First Supplemental Indenture]

DRAFT

**EXHIBIT A**

**FORM OF SERIES 2017 BOND**

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS 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.

San Francisco County Transportation Authority  
 Senior Sales Tax Revenue Bonds  
 Series 2017

Neither the faith and credit nor the taxing power of the City and County of San Francisco, the State of California or any public agency, other than the San Francisco County Transportation Authority to the extent of Revenues, is pledged to the payment of the principal of, or interest on, this Bond.

No. R-\_\_ \$ \_\_\_\_\_

<b>Interest Rate Per Annum</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
%	February 1, 20__	____, 2017	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, a public entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), , for value received, hereby promises to pay to the registered owner named above, or registered assigns, but solely from the sources hereinafter mentioned, on the Maturity Date specified above, the Principal Amount shown above and to pay interest hereon, but solely from the sources hereinafter referred to, at the rate set forth above from the most recent Interest Payment Date (as defined in the First Supplemental Indenture, as defined below) to which interest has been paid or duly provided for, or from the date of authentication hereof if such Interest Payment Date is a date of authentication, or from the next succeeding Interest Payment Date if such date of authentication is after a Record Date and before the next succeeding Interest



Payment Date, or from the Dated Date specified above if no interest has been paid or duly provided for, such payments of interest to be made on each February 1 and August 1, commencing on February 1, 2018, until the principal hereof has been paid or duly provided for as aforesaid. The principal of and interest on this Bond may be paid 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 or private debts. The principal of this Bond is payable to the registered owner hereof upon presentation and surrender hereof at the principal corporate trust office of U.S. Bank National Association, as trustee (together with any successor as trustee under the Indenture, as defined below, the “Trustee”), in St. Paul, Minnesota, or such other place as designated by the Trustee, in lawful money of the United States of America. Capitalized terms used in this Bond and not defined herein shall have the meanings given them in the Indenture (as defined below).

This Bond is one of a duly authorized issue of the San Francisco County Transportation Authority Senior Sales Tax Revenue Bonds, Series 2017 (the “Series 2017 Bonds”). This Bond is issued pursuant to a Third Amended and Restated Indenture, dated as of [November] 1, 2017 between the San Francisco County Transportation Authority (the “Authority”) and the Trustee, and a First Supplemental Indenture, dated as of [November] 1, 2017 (the “First Supplemental Indenture”), between the Authority and the Trustee, setting forth the terms and authorizing the issuance of the Series 2017 Bonds (said Indenture as amended and supplemented, including as supplemented by the First Supplemental Indenture, being the “Indenture”). Said authorized issue of Bonds is limited in aggregate principal amount as provided in the Indenture, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as provided in the Indenture. The Series 2017 Bonds constitute Senior Lien Bonds under the Indenture. Reference is hereby made to the Indenture for a description of the terms on which the Series 2017 Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Revenues (as that term is defined in the Indenture), and the rights of the registered owners of the Series 2017 Bonds. All the terms of the Indenture are hereby incorporated herein and constitute a contract between the Authority and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees.

Additional Senior Lien Bonds and Senior Lien Debt may be issued or incurred on a parity with the Series 2017 Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Indenture.

The Series 2017 Bonds and any Senior Lien Bonds hereafter issued by the Authority, and the interest thereon, are payable from, and are secured by a lien on, the Revenues, which consist of Sales Tax Revenues and certain other amounts as set forth in the Indenture. All of the Senior Lien Bonds, including the Series 2017 Bonds, and Senior Lien Debt are equally secured by a pledge of, and lien upon, all of the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest on and principal of the Series 2017 Bonds; but nevertheless out of Revenues certain amounts may be applied for other purposes as provided in the Indenture.

The Series 2017 Bonds are limited obligations of the Authority and are payable, both as to principal and interest, solely from the Revenues and by certain other amounts held by the Trustee under the Indenture.

The general fund of the Authority is not liable, and neither the credit nor the taxing power of the Authority is pledged (other than the pledge of Revenues described above), for the payment of the Series 2017 Bonds or their interest. The Series 2017 Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Revenues.

This Bond shall be issued pursuant to a book-entry system administered by DTC (together with any successor thereto, "Securities Depository"). The book-entry system will evidence beneficial ownership of the Series 2017 Bonds with transfers of ownership effected on the register held by the Securities Depository pursuant to rules and procedures established by the Securities Depository. So long as the book-entry system is in effect, transfer of principal and interest payments, and provisions of notices or other communications, to beneficial owners of the Series 2017 Bonds will be the responsibility of the Securities Depository as set forth in the Indenture.

The Series 2017 Bonds maturing on and before February 1, 20\_\_ are not subject to optional redemption. The Series 2017 Bonds maturing on and after February 1, 20\_\_ are subject to redemption at the option of the Authority on or after February 1, 20\_\_, in whole or in part in Authorized Denominations on any date, from any moneys that may be provided for such purpose and at the redemption price of 100% of the principal amount of such Series 2017 Bonds to be redeemed, plus accrued interest to the date fixed for redemption, without premium.

The Series 2017 Bonds maturing on February 1, 20\_\_ are subject to mandatory sinking fund redemption in the amount of the principal thereof, without premium, plus accrued interest thereon to the redemption date, to be paid on February 1 of the years and in the amounts set forth below.

Mandatory Sinking Fund  
Payment Date  
(February 1)

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Mandatory Sinking Fund  
Payment

---

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\* Final Maturity.

This Bond is transferable or exchangeable for other Authorized Denominations upon surrender of this Bond at the corporate trust office of the Trustee in St. Paul, Minnesota, or such other place as designated by the Trustee, accompanied by a written instrument of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Authority and the Trustee, duly executed by the registered owner hereof or by his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully authenticated and registered Series 2017 Bond or Series 2017 Bonds without coupons, of Authorized Denomination or Authorized Denominations, of the same series, tenor, maturity and

interest rate for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Authority, the Trustee and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the Authority, the Trustee and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the Authority, of the holders and registered owners of the Series 2017 Bonds and of the Trustee may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Series 2017 Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the Authority pertaining to the Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture or the Act.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY has caused this Bond to be executed in its name and on its behalf as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SAN FRANCISCO COUNTY  
TRANSPORTATION AUTHORITY

By \_\_\_\_\_  
[Title]

DRAFT

**AUTHENTICATION CERTIFICATE**

This Bond is one of the Senior Sales Tax Revenue Bonds, Series 2017 of the San Francisco County Transportation Authority, described in the within-mentioned Indenture.

Dated: \_\_\_\_\_, 20\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By \_\_\_\_\_  
Authorized Representative

DRAFT

[FORM OF ASSIGNMENT]

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

\_\_\_\_\_  
(Please insert Social Security or Identification Number of Transferee)

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code of Transferee)

\_\_\_\_\_  
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_  
attorney to register the transfer of the within Bond on the books kept for registration thereof, all  
power of substitution in the premises.

Dated:

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature guarantee shall be made  
by a guarantor institution participating in the  
Securities Transfer Agents Medallion  
Program or in such other guarantee program  
acceptable to the Trustee.

\_\_\_\_\_  
NOTICE: The signature above must  
correspond with the name of the Owner as it  
appears upon the front of this Bond in every  
particular, without alteration or enlargement  
or any change whatsoever.